

CONTRACT BIDDING DOCUMENTS

FOR

**GYM FLOOR REPLACEMENT
AT
CONARD HIGH SCHOOL**

BID # 6517F



INFORMATION

GYM FLOOR REPLACEMENT
AT
CONARD HIGH SCHOOL
110 BEECHWOOD ROAD
WEST HARTFORD, CT

ARCHITECT

OAK PARK ARCHITECTS, LLC
312 PARK ROAD
WEST HARTFORD, CT

PROJECT MANAGER

WILLIAM S. PHIBBS
CAPITAL PROJECTS MANAGER

**ALL QUESTIONS TO
PURCHASING SERVICES**

TAMMY BRADLEY
SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office emailed to Tammyb@westhartfordCT.gov or faxed to 860-561-7507 at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

00101

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PROJECT NARRATIVE

This projects consists of the removal of the entire original main six court gymnasium wood floor and support sleepers. Relocation of all equipment located in the floor including but not limited to the bleacher seating assemblies to accommodate the flooring demolition, and new installation.

Removal of all wall electrical conduits, outlets, wire mold, and main electric panels and other items as shown in the documents and installation of new.

Installation of new hard rock maple wood flooring on engineered wood channel sleepers, vapor barrier, wood sealer, line painting and gym court equipment as specified. Flooring system must be shimmable to allow for existing concrete flooring elevation variables.

Installation of continuous fire-rated wall pads and fire-rated protective wall panels.

Estimated budget: \$400,000.00

Project Start Date: June 13, 2016

LIST OF DRAWINGS

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Conard High School, 110 Beechwood Road West Hartford



Property Information

Property ID 0311 2 110 0001
Location 110 BEECHWOOD ROAD
Owner TOWN OF WEST HARTFORD



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of West Hartford, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 5/22/2015
Properties updated Daily

**Town of West Hartford
Capital Projects
Work Rules**

General

1. Contractor, supervisory, and trades personnel will be required to be familiar with and adhere to the Project work rules. Failure to comply with these Work Rules may result in being banned from the project site.
2. The Contractor shall take direction only from the Capital Projects Manager or their representative.
3. All construction activities that are disruptive to school operations (due to noise, vibration, dust, odors, etc.) shall occur outside regular school instructional hours.
4. Contractors shall not use Town-owned dumpsters for refuse disposal unless given prior written permission from the Town's capital projects manager.
5. No entry into the building is allowed without prior permission of the Town. When entry is granted each individual must sign in at the main office and obtain a visitor's badge.
6. Have staff available on site to receive and unload your materials whenever deliveries are made. If Contractor staff is not available the delivery will be refused.
7. The Contractor shall maintain, at the site, one copy of the drawings, specifications, addenda, change orders and other modifications, in good order and marked currently; and one copy of approved shop drawings, product data, samples and similar required submittals.
8. Maintain complete files of Material Safety Data Sheets (MSDS) on the jobsite.
9. The Owner does not provide secure storage for the Contractor's materials and tools.

Foreman/Supervisory Personnel

1. The Trade Foreman/Supervisor must be on the jobsite whenever their staff is on site. This includes subcontractor personnel.

All Contractor Personnel

1. Contractors, subcontractors, and all their personnel shall wear a uniform with the company's logo while on site.
2. For individuals working in school buildings or on school sites, the Contractor must conduct a criminal background check. Prior to working in any school building, the Contractor shall provide verification that their employees and subcontractors do not appear on any Sex Offender Registry.
3. Job hours are 7:00 AM to 3:30 PM for first shift and 3:30 PM to 11:00 PM for second shift. Additional time may be subject to custodial overtime charges of approximately \$40.00 per hour.
4. Material deliveries or movement of construction vehicles is not permitted among buses and students during student drop-off or pick-up times. 8:00-8:45 AM & 3:15-3:45 PM Monday, Tuesday, Thursday, Friday and 1:45 PM-2:15 PM on Wednesday. Times vary among elementary, middle and high schools and will be confirmed with the Contractor.
5. No alcohol or controlled substances are allowed on the school property.
6. No smoking is allowed within the building or on the school property.
7. No food is to be eaten in the building. All food-related trash is to be removed from the site at the end of each day.
8. Use of radios and other amplified sound systems is disruptive to building occupants and is not permitted during classroom instructional hours.
9. Clean up all work areas daily. Keep the job clean and debris free.
10. Coordinate your work with the work of other trades. Check preceding work prior to starting new work. Do not proceed unless preceding work is completely acceptable.
11. Protect your work at all times from damage.
12. Park in designated areas only. Keep parking areas accessible for emergency vehicles. Privately owned vehicles are not permitted in areas of construction.
13. Passenger elevators are not to be used by Contractors for transporting materials.

00106-1

Safety

1. All work activities are to be planned with Safety as the #1 priority.
2. A copy of the Contractor's safety program shall be present at job site.
3. A first aid kit appropriate to the size of the work crew is to be provided by the Contractor.
4. Appropriate fire extinguishing supplied by the Contractor shall be present at the work area.
5. All personnel in work areas will have, at a minimum, hard hats, safety glasses, work shoes, shirts with sleeves, and long pants. Hard hats have to have company and employees name.
6. No interruption of building services (e.g. power, water, fire alarm intercom, ventilation, heating, cooling, etc.) without prior coordination with, and permission from, the Owner.
7. No use of any tools, equipment or supplies, other than those supplied by the Contractor.

NOISE

- L. Noise created as a result of or relating to an emergency.
- M. Noise generated by construction activity shall be exempted between the hours of 7:00 a.m. to one hour after sundown, Monday through Saturday.
- N. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time at specified hours previously announced to the local public or provided that a permit for such blasting has been obtained from local authorities.
- O. Noise created by on-site recreational or sporting activity which is sanctioned by the state or local government, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises therefrom.
- P. Patriotic or public celebrations not extending longer than one calendar day.
- Q. Noise created by aircraft.
- R. Noise created by products undergoing test, where one of the primary purposes of the test is the evaluation of product noise characteristics and where practical noise control measures have been taken.
- S. Noise generated by transmission facilities, distribution facilities and substations of public utilities providing electrical powers, telephone, cable television or other similar services and located on property which is not owned by the public utility and which may or may not be within utility easements.

INVITATION TO BID

Sealed bids marked "GYM FLOOR REPLACEMENT AT CONARD HIGH SCHOOL BID# 6517F" will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until 2:30 on MAY 17, 2016 at which time they will be publicly opened and read.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on MAY 3, 2016 at 2:30 PM at CONARD HIGH SCHOOL, 110 Beechwood Rd, West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, www.westhartfordct.gov/gov/departments/purchasing/bid_results a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT

00201-1



AIA®

Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Gym Floor Replacement at Conard High School Bid 6517F
110 Beechwood Road
West Hartford, CT 06107

THE OWNER:

(Name, legal status and address)

The Town of West Hartford
50 South Main Street
West Hartford CT 06107

THE ARCHITECT:

(Name, legal status and address)

OakPark Architects LLC
312 Park Road
West Hartford, CT 06119

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:06:11 on 04/26/2016 under Order No. 0968065583_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

INSTRUCTIONS TO BIDDERS

AIA Document A701, "Instructions to Bidders", 1997 Edition, American Institute of Architects, Articles 1 through 8, are bound herein and are hereby made a part of the Contract Documents, and shall apply to all Contractors and Subcontractors.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Certain Articles of the AIA Instructions to Bidders are revised or replaced by requirements of the Supplementary Instructions, listed below. Such revisions are replacements and shall take precedence over the AIA Instructions to Bidders.

The Following Articles, revised paragraphs, and clauses have the same numerical designations occurring in the AIA Instructions to Bidders, and all additions follow in direct numbered sequence.

Article 1 - Definition

- 1.3 Delete paragraph 1.3 in its' entirety and substitute the following: Addenda are written or graphic instruments issued by the Architect and distributed by the Owner prior to the bid opening which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Article 2 - Bidder's Representation

Add the following as paragraphs 2.2 and 2.3

- 2.2 A pre-bid conference may be held prior to bidding, at which time all interested parties are requested to attend. The intent of the project and Bidding Documents will be discussed. There will be a question and answer period, during which time prospective bidders are invited to request clarification or interpretation of any and all parts of the Bidding Documents. See Invitation to Bid for date, time, and location of Conference.
- 2.3 Guided tours of the Project Site, at the discretion of the owner, may be conducted prior to the pre-bid conference. Questions and or requests for clarification will not be addressed while the tour is being conducted.

ARTICLE 3 - BIDDING DOCUMENTS

- 3.1.1: Delete second sentence and substitute with the following:

Refer to instructions on Invitation to Bid Page 00201-1.

3.1.2: Delete Paragraph 3.1.2.

3.2.2: Delete the word "Architect" and substitute the word "Owner".

3.3.4: Delete paragraph 3.3.4 in its entirety and substitute with the following:

After the award of the Contract, no substitutions will be considered for the brands specified, except upon written request of the Contractor and written approval by the Architect and Owner. Substitutions shall be submitted in accordance with the requirements listed in Article 3.3.2.

3.3.5: Add new paragraph 3.3.5 as follows:

Approval by the Owner and the Architect of any such substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

3.4.1: Delete paragraph 3.4.1 in its' entirety and substitute with the following:

Addenda will be issued by the Owner and will be mailed to all who are known by the Owner to have received a completed set of Bidding Documents.

ARTICLE 4 - BIDDING PROCEDURES

4.1.6: Add the following words to the beginning of paragraph - "Unless otherwise provided in the Contract Bidding Documents".

4.1.7: Delete paragraph 4.1.7 in its' entirety and substitute with the following:

Each copy of the Bid shall include the legal name of the bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and, if the Owner so requests, have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2.2: Delete paragraph 4.2.2 in its' entirety and substitute with the following:

Surety Bonds shall be written on forms substantially similar in content to AIA Document A310, and executed by a company authorized to transact business within the State of Connecticut, and the attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney.

00203-2

ARTICLE 5 - CONSIDERATION OF BID

5.1.1: Add new paragraph 5.1.1 as follows:

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening must submit with their bid a self addressed stamped envelope and note requesting a copy of the bid results. **BIDDERS CALLING THE PURCHASING OFFICE FOR BID RESULTS WILL BE REFERRED TO THE ABOVE PROCEDURE.**

5.3.1: Delete 1st sentence and substitute the following:

It is the intent of the Owner to award a Contract to the bidder providing the best value to the Owner and is in accordance with requirements of the Bidding Documents and does not exceed the funds available.

5.3.3: Add new paragraph 5.3.3 as follows:

The Owner in awarding the Contract shall be guided by pertinent provisions of the "Town Charter" and "Code of Ordinances".

5.3.4: Add new paragraph 5.3.4 as follows:

A Bid may be rejected if the Bidder cannot show that he has the necessary supervisory staff, labor, capital, materials, machinery and resources to commence the work at the time prescribed and thereafter to prosecute and complete the Work at the rate or time specified; and that he is not already obligated for other work which would delay the commencement, prosecution, or completion of this work. A Bid may also be rejected if the bidder has previously failed to complete a contract within the time required, had previously performed similar work in an unsatisfactory manner, or in the judgment of the Owner is deemed unable to satisfactorily perform the Work.

5.3.5: Add new paragraph 5.3.5 as follows:

Prior to the award of a Contract, if so requested, Bidders must present satisfactory evidence that they have been regularly engaged in the business of doing such Work as they propose to execute and that they are prepared with the necessary supervisory staff, labor, capital, materials, and machinery, resources and responsibilities to conduct and complete the work to be contracted for in accordance with the Contract Documents and to begin it promptly when ordered.

ARTICLE 6 - POST BID INFORMATION

6.3.3: Delete paragraph 6.3.3 in its' entirety and substitute with the following:

Prior to the award of the Contract, the Owner will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has a reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. In the event of withdrawal under this sub-paragraph, Bid Security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1.1: Delete paragraph 7.1.1 in its' entirety and substitute with the following:

If the amount of the Contract to be awarded is Fifty Thousand Dollars (\$50,000) or more, the successful Contract Bidder shall furnish and pay for Surety in the full amount of the Contract. This Bond shall provide 100% security for faithful performance and for payment of all persons performing labor or furnishing materials in connection with this Contract and shall be executed by a company authorized to transact business within the State of Connecticut.

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

7.2.1: Delete paragraph 7.2.1 and substitute the following:

The Bidder shall deliver the required bonds to the Owner prior to execution of a contract and not later than (5) five days from notice of the Owner's intent to award the Contract to the bidder.

ARTICLE 9 - SUPPLEMENTARY INSTRUCTIONS

9.1: Add new paragraph 9.1 as follows:

9.1.1 - The Contractor shall agree that, except in the case of bona fide occupational qualification or need, neither he nor his Subcontractors and/or agents will refuse to hire or employ, or will bar or discharge from employment, or will otherwise discriminate against any individual in compensation or in terms, conditions, or privileges of employment because of race, color, national origin, ancestry, present or past history of mental disorder, mental retardation, or physical disability, including, but not limited to, blindness.

9.1.2 - The Contractor shall further agree that neither he nor his subcontractors and/or agents will discharge, expel, or otherwise discriminate against any person because he/she has opposed any discriminatory employment practice or because he has filed a complaint or testified or

assisted in any proceeding under Connecticut General Statutes Sections 46a-82, 46a-83, or 46a-84 or as may be amended.

9.1.3 - The Contractor shall further agree that, except in the case of a bona fide occupational qualification or need, neither he nor his subcontractors and/or agents will advertise employment opportunities in such manner as to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability, including, but not limited to, blindness.

9.1.4 - The terms used in paragraphs 9.1.1, 9.1.2, and 9.1.3 shall have the definitions set forth in Connecticut General Statutes Section 46a-51 or as may be amended.

9.1.5 - The Contractor further agrees, for himself, his subcontractors, and agents, not to otherwise discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability (including but not limited to blindness) in any manner prohibited by the laws and regulations of the United States, State of Connecticut or Town of West Hartford.

9.2: Add new paragraph 9.2 as follows:

Time: The Contractor to whom this Contract may be awarded, will be required to commence work at the site within ten (10) days of Contract signing unless, otherwise indicated in the sample AIA Standard Form of Agreement Form A101. The work shall be executed diligently thereafter and shall be completed in accordance with the Contract Documents.

9.3: Add new paragraph 9.3 as follows:

The Bidder is directed to the Bid Forms for additional information, instructions, qualifications and requirements.

Bid of _____, BIDDER,
(Name of Bidder)

FOR **GYM FLOOR REPLACEMENT AT CONARD HIGH SCHOOL BID #6517F** FOR THE
TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera, Purchasing Agent
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **GYM FLOOR REPLACEMENT AT CONARD HIGH SCHOOL BID #6517F** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

1. **Base Bid No. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **GYM FLOOR REPLACEMENT AT CONARD HIGH SCHOOL BID #6517F**

for the lump sum of _____
_____ Dollars (\$ _____)

2. **Add Alternate No.1** for furnishing all labor, materials, equipment and all else whatsoever necessary to provide WOOD ATHLETIC FLOORING PREMIUM EXTENDED GUARANTEE (See Specification Division 9, Section 096466 Wood Athletic Flooring)

for the lump sum of _____
_____ Dollars (\$ _____)

3. **Add Alternate No. 2** for furnishing all labor, materials, equipment and all else whatsoever necessary to provide UPGRADE ON VAPOR BARRIER FROM 6 MIL POLY TO VERA SHIELD 95 RH

for the lump sum of _____
_____ Dollars (\$ _____)

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion by **August 24, 2016**, and will provide the Project, ready for Final Completion, by **August 30, 2016**.

BIDDER QUALIFICATIONS

A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____.
The Principal officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

(Name of Bank)	(Address of Bank)	(Amount of Check)
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C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.

- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Article 11 of the Supplementary General Conditions or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing. (See page #00204- 7)
- E. Contract award will be by AIA Agreement Form 101. A copy of the AIA Form 101 is included for the Bidder's information. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

1. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

1. Bodily injury, sickness, disease, or death; and/or
2. Damage to or destruction of property, real or personal; and/or
3. Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

2. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education, and the Town of West Hartford, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, West Hartford Board of Education, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

K. Substantial completion must be achieved by August 24, 2016 and final completion must be achieved by August 30, 2016. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to www.westhartfordct.gov/gov/departments/purchasing/vendor_registration.asp and select register. Only registered vendors can be awarded the contract.

00204-6

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with page 00204-3, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in Article 11 of the Supplementary General Conditions.

Signature
Authorized Agent or Broker

00204-7

3.0 LABOR REQUIREMENTS

Since there are other projects anticipated to be in progress at this location during this time period, ALL BIDS MUST INCORPORATE STATE OF CONNECTICUT PREVAILING WAGE RATES AS PROVIDED IN THIS DOCUMENT. The awarded bidder will be required to pay prevailing wages.

003.00

3.01 PREVAILING WAGE RATES

- 3.01.01 The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.
- 3.01.02 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- 3.01.03 The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.
- 3.01.04 Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

Project: Conard High School Gymnasium Floor Replacement

**Minimum Rates and Classifications
for Building Construction**

ID# : B 21822

**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: West Hartford

State#:

FAP#:

Project: Conard High School Gymnasium Floor Replacement

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	35.75	28.82
<hr/>		
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**		
<hr/>		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

2) Boilermaker	35.24	25.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	29.16 + a
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3b) Tile Setter	34.30	24.15
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
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3e) Plasterer	33.48	29.16
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As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	27.85	18.30
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproof/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.10	18.30
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	28.35	18.30
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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.	28.85	18.30
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	28.60	18.30
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As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

4e) Group 6: Blasters, nuclear and toxic waste removal. 30.85 18.30

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 28.85 18.30

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.30

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.30

4i) Group 10: Traffic Control Signalman 16.00 18.30

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. 31.45 23.54

As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

5a) Millwrights	31.84	23.99
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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)	38.20	23.72+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

8) Glazier (Trade License required: FG-1,2)	35.08	19.35 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	31.09 + a
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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 and Tunnel Boring Machines. (Trade License Required)	37.55	23.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	37.23	23.05 + 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)	36.49	23.05 + a
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As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	36.10	23.05 + 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)	35.51	23.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	35.51	23.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	35.20	23.05 + 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).	34.86	23.05 + 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.	34.46	23.05 + a
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Project: Conard High School Gymnasium Floor Replacement

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). 34.03 23.05 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 31.99 23.05 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 31.99 23.05 + a

Group 12: Wellpoint operator. 31.93 23.05 + a

Group 13: Compressor battery operator. 31.35 23.05 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 30.21 23.05 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	29.80	23.05 + a
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Group 16: Maintenance Engineer/Oiler.	29.15	23.05 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	31.04	23.05 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	31.52	19.35
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Project: Conard High School Gymnasium Floor Replacement

10b) Taping Only/Drywall Finishing 32.27 19.35

10c) Paperhanger and Red Label 32.02 19.35

10e) Blast and Spray 34.52 19.35

11) Plumber (excluding HVAC pipe installation) (Trade License required:
P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) 40.62 28.91

12) Well Digger, Pile Testing Machine 33.01 19.40 + a

13) Roofer (composition) 33.70 18.23

As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

14) Roofer (slate & tile)	34.20	18.23
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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)	35.74	33.22
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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)	40.62	28.91
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.58	20.24 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.68	20.24 + a
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Project: Conard High School Gymnasium Floor Replacement

17c) 3 Axle Ready Mix	28.73	20.24 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.78	20.24 + a
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17e) 4 Axle Ready Mix	28.83	20.24 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.03	20.24 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.83	20.24 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.37 + a
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As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

19) Theatrical Stage Journeyman

25.76

7.34

***As of:* Thursday, March 10, 2016**

Project: Conard High School Gymnasium Floor Replacement

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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$2.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: Thursday, March 10, 2016

Project: Conard High School Gymnasium Floor Replacement

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

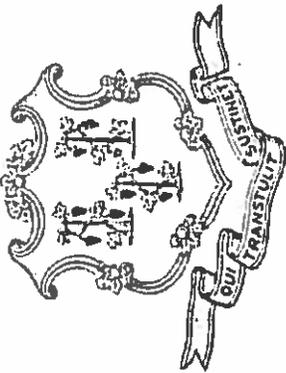
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Thursday, March 10, 2016



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement 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 Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. 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.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the day of in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

The Town of West Hartford
50 South Main Street
West Hartford CT 06107

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

To Be Determined

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

Conard High School - Gymnasium Floor Replacement Bid #6517F
110 Beechwood Road
West Hartford, CT 06107

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

OakPark Architects LLC
312 Park Road Suite 202
West Hartford, CT 06119

The Owner and Contractor agree as follows.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: August 24, 2016 and Final Completion of the work not later than August 30, 2016.
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages in the amount of \$300.00 per calendar day shall be assessed for the failure to achieve Substantial Completion of the work not later than August 24, 2016 and Final Completion of the work not later than August 30, 2016.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ (), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit, the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

Item	Units and Limitations	Price Per Unit (\$0.00)(\$ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~the~~ first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the first Friday after the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (~~—~~ %). Five per cent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (~~—~~ %). Five per cent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

0.00% per annum

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

Bill Phibbs, Capital Projects Manager 860-561-7523
Town of West Hartford
50 South Main Street
West Hartford, CT 06107

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

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Specification Document #6517F and are as follows:

Document	Title	Date	Pages
INSTRUCTIONS TO BIDDERS			
00101	PROJECT INFORMATION PAGE		
00102	TABLE OF CONTENTS		
00103	PROJECT NARRATIVE		
00104	LIST OF DRAWINGS		
BIDDING REQUIREMENTS AND FORMS			
00201	INVITATION TO BID		
00202	INSTRUCTIONS TO BIDDERS - AIA DOCUMENT A-701 - 1997		
00203	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS		
00204	BID FORMS		
00205	SAMPLE AGREEMENT FORM		
LABOR REQUIREMENTS			
00303	CONTRACT LABOR RATES		
GENERAL CONDITIONS			
00401	GENERAL CONDITIONS - AIA DOCUMENT A-201		
00402	SUPPLEMENTARY GENERAL CONDITIONS		

§ 9.1.4 The Specifications are those contained in the Project Specification Document #6517F as in Section 9.1.3 and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Contractor’s bid response attached herein.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)(\$ 0.00)

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

OWNER (Signature)
Peter Privitera , Purchasing Agent
 (Printed name and title)

CONTRACTOR (Signature)

 (Printed name and title)



AIA[®]

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Conard High School - Gymnasium Floor Replacement Bid #6517F

110 Beechwood Road

West Hartford, CT 06107

THE OWNER:

(Name, legal status and address)

The Town of West Hartford

50 South Main Street

West Hartford CT 06107

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT:

(Name, legal status and address)

OakPark Architects LLC

312 Park Road Suite 202

West Hartford, CT 06119

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

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dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

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§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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GENERAL

A. RELATED DOCUMENTS

AIA Document A 201 "General Conditions of the Contract for Construction", (Sixteenth Edition, Copyright 2007, The American Institute of Architects, Articles 1 through 15) and the Town of West Hartford's Supplementary General Conditions (Section 00402 Articles 1-15) are bound herein, and are hereby made a part of the Contract Bidding Documents and shall apply to all Contractors and Subcontractors.

B. AMENDMENTS TO THE GENERAL CONDITIONS

- a. The Supplementary General Conditions include:
 1. Any and all revisions to, deletions from, replacement of, and additions to portions of the AIA General Conditions, Articles 1 through 15.
 2. Such additional articles beyond Article 15 as may be included herein.
- b. Certain articles of the AIA General Conditions, or portions thereof, are revised by, are deleted, are replaced by, or are supplemented by the requirements of the following Supplementary Conditions. Such revisions, deletions, replacements, or additions shall take precedence over the AIA General Conditions.
- c. Where any such Article is revised, deleted, or replaced, the provisions of such Article not so specifically revised, deleted or replaced shall remain in effect.
- d. The following paragraphs are numbered in sequence corresponding to those of the General Conditions. Revised paragraphs and clauses have the same numerical designations occurring in the General Conditions. Additions to paragraphs, subparagraphs and clauses are numbered in sequence.

ARTICLE 1 – GENERAL PROVISIONS

- 1.1.1 Delete the word "not" on line 7 so that the sentence begins "The Contract Documents do include."
- 1.1.3 Add the following words after the word "obligations" in line 3:

or to be provided by Subcontractors, material suppliers, or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.
- 1.2.4 Add new subparagraph 1.2.4 as follows:

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In case of any conflict or inconsistency among the Contract Documents, the Architect's decision shall govern. If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Architect or the Owner, the Contractor shall provide the better quality of, or the greater quantity of, work or materials.

1.2.5 Add new subparagraph 1.2.5 as follows:

Where a typical or representative detail is shown on the Drawings, such detail shall constitute the standard of workmanship and materials throughout corresponding portions of the Work. Where necessary, the Contractor shall adopt such detail for use in said corresponding portions of the Work in a manner that is satisfactory to the Architect.

1.5.1 Add the following after the first sentence:

Such drawings, specifications, other documents and copies thereof are and shall remain the joint property of the Architect and Owner.

ARTICLE 2 - OWNER

2.2.1 Delete third and forth sentences.

2.2.2 Add the following at the end of 2.2.2 "unless otherwise provided in the contract documents."

2.2.3 Delete the words "and utility locations" on line 1.

2.2.4 Delete the second sentence of 2.2.4.

2.2.5 Delete subparagraph 2.2.5 in its' entirety and substitute with the following:

The Contractor will be furnished up to fifteen (15) sets of the Contract Bidding Documents at no charge.

2.3 Change subparagraph 2.3 as follows:

Delete the word "repeatedly" in line 2.
Add the following at the end of 2.3:

The Owner's right to order the Contractor to stop the Work shall not relieve the Contractor of any of his responsibilities and obligations under or pursuant to the Contract Documents.

2.5 Add new paragraph 2.5 as follows:

2.5 - Additional Rights

The rights stated in Article 2 shall be in addition to and shall not be in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 - CONTRACTOR

3.2.2 Delete subparagraph 3.2.2 in its' entirety and substitute with the following:

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to subparagraph 2.2.3 and 3.2.3 and shall at once report to the Architect errors, inconsistencies or omissions discovered, or any variance from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.3 Delete subparagraph 3.2.3 in its' entirety and substitute with the following:

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. After reporting to the Architect any error, inconsistency or omission the Contractor may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modifications to the Contract Documents.

3.2.4 Delete subparagraph 3.2.4 in its' entirety and substitute with the following:

The Contractor shall fully comply, or assure full compliance by Subcontractors or others under his direction, with Connecticut General Statutes Section 16-345, et seq. ("Call Before You Dig") and the regulations pertaining thereto. The Contractor shall be responsible to make certain of the exact location of the public and private mains, ducts, poles and utility services prior to excavation. The utility mains, ducts,

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poles and services in the construction area where referred to on the Project plans or elsewhere in the Contract Documents are at the approximate locations furnished by various Utilities concerned. These locations are subject to possible errors in the source of the information and also errors in transcription. Connecticut General Statutes Section 16-349, as amended, makes it mandatory to notify Utilities of any proposed excavation, discharge of explosives, or demolition within the purview of Connecticut General Statutes Section 16-345, et seq. The Contractor shall call 1-800-922-4455 (toll free), 7:00 A.M. to 6:00 P.M., Monday through Friday, at least forty-eight hours prior to beginning the excavation, discharge of explosives, or demolition. The Owner shall be notified in a similar manner. This "Call Before You Dig" service is provided by the Utility companies. Once the call is made, it is the utilities' responsibility to analyze the site and identify and mark their underground facilities. Privately or Town-owned utility mains, ducts, poles and services may be located in the construction area and the Contractor shall contact the Architect to verify their existence and location.

3.3.1 Delete the last sentence of subparagraph 3.3.1 and add the following:

Should the Contractor fail to perform his work to the satisfaction of the Architect and Owner, the Architect and Owner have the right to order that all work must stop until the work is rectified.

3.3.4 Add new subparagraph 3.3.4 as follows:

The Contractor will be required to attend weekly Project Meetings from the time the Agreement is executed until Final Acceptance.

3.4.4 Add new subparagraph 3.4.4 as follows:

The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher costs. The Contractor shall not discriminate or permit discrimination in employment or in the award of sub-contracts or in the selection of materials suppliers, in any manner prohibited by the laws and regulations of the United States, the State of Connecticut or the Town of West Hartford.

3.5 Add the words "or Owner" after the word "Architect" in line 8.

3.6 Delete subparagraph 3.6 in its' entirety and substitute the following:

No amount shall be included in the Bid for Connecticut Sales or Service Taxes or for Federal Excise Tax on materials or supplies purchased for this project. If applicable, the owner shall provide tax exempt documentation for the contractor's records.

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3.7.2 Add the following sentence: A copy of the State license for general and major Subcontractors issued in accordance with C.G.S Section 20-341gg shall be furnished to the Owner upon request.

3.7.4 Add the following before the word "If" on line 1: "Except as in regards to claims relating to hazardous materials which are discussed in Article 3.7.8.."

Line 6, place a period after disturbed and delete rest of sentence.

If the Contractor performs work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume responsibility for such work and shall bear the costs attributable to correction.

3.7.6 Add new subparagraph 3.7.6 as follows:

The requirements of subparagraphs preceding do not waive the Contractor's responsibility of complying with the requirements of the contract documents, when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

3.7.7 Add new subparagraph 3.7.7 as follows:

The Town of West Hartford Building Permit Fee will be waived, however, the General Contractor must apply for the Building Permit, and in all other ways comply with procedures of the office of the Building Official for the Town of West Hartford.

3.7.8 Add new subparagraph 3.7.8 as follows:

The Owner and Architect shall bear no responsibility to the Contractor, or sub-contractor(s) for any delay damages claimed to have resulted from activities claimed to relate to the detection, abatement, or handling of hazardous materials known to exist or subsequently discovered upon the premises. The sole remedy of the Contractor under such circumstances shall be an appropriate extension of contract completion time. No damages shall be paid by the Architect or Owner, their agents, servants or independent Contractors as a result of any such claim.

3.12.10 Delete the word "properly" in line 9 and substitute the word "Connecticut".

3.17 Delete subparagraph 3.17 and substitute with the following:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any copyrights and patent rights and shall hold the Owner harmless from loss (including, but not limited to, attorneys' fees and any litigation expenses) unless a particular design, process or the product of a particular

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manufacturer or manufacturers is specified in the Contract Documents or where copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect; provided, however, that if the Contractor has reason to believe that the design, process or product specified is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Architect and Owner.

3.18.1 Delete subparagraph 3.18.1 in its' entirety and substitute the following:

3.18.1 To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, the Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for:

- .1 Bodily injury, sickness, disease, or death; and/or
- .2 Damage to or destruction of real and/or personal property; and/or
- .3 Financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, Subcontractors, materialmen, or servants of the Town, the Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any Subcontractor, or materialmen, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract or from the inaccuracy of any representation or warranty contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements

3.18.3 Add new subparagraph 3.18.3 as follows:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the

failure of the Contractor, its officers, agents, Subcontractors, materialmen or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Contract relating to insurance requirements.

ARTICLE 4 - ARCHITECT

4.1.2 Delete subparagraph 4.1.2 in its' entirety and substitute the following:

Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written agreement of the Owner and Architect. The Contractor shall be notified of such restriction, modification or extension in writing.

4.1.3 Delete the words "as to whom the Contractor makes no reasonable objection and".

ARTICLE 5 - SUB-CONTRACTORS

5.2.1 Delete the word "after" on the second line and substitute with the words "prior to" award.

5.2.3 Delete subparagraph 5.2.3 in its' entirety and substitute with the following:

If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If no suitable substitute is agreed upon, the Owner will allow the Contractor to withdraw its bid without penalty.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1.1 Add the word "unreasonable" before the word "delay" in the last sentence, line 4.

6.1.4 Delete subparagraph 6.1.4 in its' entirety.

6.2.3 Delete the second sentence of subparagraph 6.2.3.

6.2.4 Delete the word "wrongfully" on line 1.

ARTICLE 7 - CHANGES IN THE WORK

7.3.3 Delete subparagraph 7.3.3.1 - 7.3.3.4 and substitute with the following:

- .1 Unit prices stated in the Contract Documents or subsequently agreed upon.
- .2 In the absence of unit prices, the mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, to be determined as follows:
 - A. The cost of labor performed and material used by the Contractor with his own forces.
 - B. The cost of Worker's Compensation, Federal Social Security, and Connecticut Unemployment Compensation at established rates, actual additional cost of payment and performance bonds.
 - C. Actual cost of rental rates for equipment (exclusive of hand tools) employed and used directly on the work.
 - D. Fifteen percent (15%) of (A), (B), and (C) above mentioned for overhead, superintendence and profit. However, if the work to be performed results in a credit to the Owner, no percentage of overhead and profit will apply.
 - E. On work to be performed by a Subcontractor, the Contractor's allowance, for overhead superintendence and profit, is to be ten percent (10%) applied to total cost of Subcontractor's work, including his allowance as per paragraph G.
 - F. On any changes involving the Contractor, Subcontractor or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead, superintendence and profit in accordance with paragraph E above.
 - G. On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead, superintendence and profit applied to paragraphs A, B, and C.
 - H. The Contractor, when performing the work under A, B and C above shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered,

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including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

7.3.4 Delete the word "shall" in line 4 and substitute the word "may".

7.3.7 Delete subparagraph 7.3.7 and substitute with the following:

If the Contractor does not respond promptly or disagrees with the method of adjustment in the Contract Sum, the method and adjustment shall be determined by the Architect in accordance with subparagraph 7.3.3. Under subparagraph 7.3.3 the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data.

7.3.8 Add the following sentence at the beginning of subparagraph 7.3.8:

"Pending final determination of cost to the Owner, amounts not in dispute may be included in Application for Payment."

7.3.9 Delete subparagraph 7.3.9 in its' entirety and substitute the following:

"If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination."

ARTICLE 8 - TIME

8.2.1 Delete second sentence only and change to read as follows:

By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that he is capable of properly completing the Work within the Contract Time.

8.3.1 Delete the words "and arbitration" on line 4 and substitute with the words "or resolution of claims or disputes".

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 Add the words "and the Owner" after the word Architect on line 2 and add the words "or the Owner" after the word Architect on line 4.

9.2.1 Add subparagraph 9.2.1 as follows:

The Schedule of Values to be submitted by the Contractor, will include, as a minimum, a separate line item for each Division of the Specifications. Any

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allowances called for in the Drawings and Specifications will be shown as a separate line item. Additional items to be listed may be required by the Architect.

9.3.1 Delete subparagraph 9.3.1 in its' entirety and substitute with the following:

Not later than the first day of each calendar month, the Contractor shall submit to the Architect an itemized Application for Payment for work performed during the previous month, notarized, supported by such data substantiating the Contractor's

right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Delete 9.3.1.1 in its' entirety and substitute with the following:

In order to expedite monthly payments during the course of the project, the Contractor shall, no later than the first day of the month, review with the Architect and Owner a preliminary draft of the Application for Payment to assure agreement with the Contractor before final copies of the Application are typed and formally submitted. The Architect shall then review the Contractor's formal Application for Payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of materials delivered and suitably stored at the site to the time of such estimate. The Owner shall retain five (5) percent of such estimated value until a maximum of five (5) percent of the Agreement sum has been retained, said retainage to be held by the Owner as part security for the fulfillment of the Agreement by the Contractor. Final payment, including the retainage, shall be due thirty (30) days after final completion of the work, provided the work be then fully completed and the Agreement fully performed.

9.3.3 Delete subparagraph 9.3.3 in its' entirety and substitute with the following:

The Contractor warrants that title to all work covered by an Application for Payment, except materials and equipment suitably stored on or off the site, will pass to the Owner no later than the time of payment. However, title to materials and equipment suitably stored on or off site shall not pass to the Owner until such time as said materials and equipment are properly installed by the Contractor even though payment for such materials and equipment may have been previously effected. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision may not be explained, supplemented, or modified by a course of dealing, a usage of trade, a course of

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performance or other interpretation that may arise out of the commercial context in which this provision is used.

9.4.1 Delete subparagraph 9.4.1 in its' entirety and substitute with the following:

The Architect, will, not later than the seventh (7th) day of each calendar month, either issue and deliver to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determined is properly due, or notify the Contractor and Owner in writing the Architect's reasons for withholding a Certificate as provided in sub-paragraph 9.5.1.

9.4.3 Add new subparagraph 9.4.3 as follows:

If the Application for Payment discloses any problems, the Architect shall immediately bring such problems to the Owner's attention.

9.5.1 Delete the word "reasonably" in line 1; delete the words "in the Architect's opinion" in lines 2 and 8; delete the word "repeated" in sub-subparagraph 9.5.1.7.

9.5.2 Add the following to subparagraph 9.5.2:

The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured as stated in paragraph 9.5.1.

9.5.4 Add new subparagraph 9.5.4 as follows:

No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

9.6.1 Delete subparagraph 9.6.1 in its' entirety and substitute with the following:

After the Architect has issued a Certificate for Payments, the Owner shall make payment to the Contractor not later than the first Friday after the 15th day of the calendar month during which the Application has been submitted. Delays in submitting the application for payment in accordance with subparagraph 9.3.1 above will result in a corresponding delay in payment.

9.7 Delete the word "seven" on lines 1, 2 and 4 and replace with the word "fourteen" on both lines. Delete the words "plus interest as provided for in the Contract Documents" on line 7.

9.8.2 Change subparagraph 9.8.2 as follows:

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In line 1, add the words "and Architect" after the word "Owner" and change the word "agrees" to "agree" in line 1. Add the words "and Owner" after the word "Architect" on line 3.

9.8.3 Insert the words "and Owner" after the word "Architect" on lines 1 and 6. Insert the words "and Owner's" after the word "Architect's" on line 2.

9.8.5 Delete subparagraph 9.8.5 in its' entirety and substitute the following:

"The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment reflecting adjustments in retainage, if any, for such work or portion thereof as provided in the Contract Documents."

9.10.1 Add the words "and Owner" on both lines 2 and 3 after the word "Architect".

9.10.2 Delete subparagraph 9.10.2 in its' entirety and substitute with the following:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect in a form satisfactory to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days after written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) final prints for record drawing use marked by the Contractor with record information as set forth in the Contract Documents, (6) a final sworn statement from the Contractor duly executed and acknowledged showing all Subcontractors to be fully paid and similar sworn statements from Subcontractors and, where appropriate, from Sub-Subcontractors, (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor or Sub-Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, or is not bonded over as provided in the preceding sentence, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2.1.4 Add the following as new sub-subparagraph 10.2.1.4:
the environment, including, without limitation, air, water, land, including wetlands, and other natural resources, and plant and animal life of all types.

10.2.2 Delete subparagraph 10.2.2 in its' entirety and substitute with the following:

The Contractor shall give notices and comply with applicable laws (including, without limitation, the requirements of Connecticut General Statutes Section 31-40m relating to toxic substances and the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, as amended, and regulations and standards promulgated thereunder), ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or the environment or their protection from damage, injury, destruction, pollution or loss. Said laws, ordinances, rules, regulations, standards, and lawful orders are incorporated herein by reference.

10.2.2.1 Add new sub-subparagraph 10.2.2.1 as follows:

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents', employees', materialmen's or Subcontractors' failure to so comply.

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall comply fully and require compliance with all applicable laws, including Connecticut General Statutes Sec. 16-345, et. seq., and the regulations promulgated thereunder, relating to discharge of explosives.

10.2.5 Add the number "10.2.1.4" after the number "10.2.1.3" on lines 2 and 5.

10.2.8 Delete the number "21" in line 4 and replace with the number "10".

10.2.9 Delete the number "21" in line 4 and replace with the number "10".

Add new subparagraph 10.2.9 as follows:

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

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10.2.10 Add new subparagraph 10.2.10 as follows:

The Contractor shall protect all streets, roads and sidewalks and shall make all necessary repairs at his own expense, and shall maintain these reasonably clean of dirt, mud or other debris that is due to the construction operation.

10.2.11 Add new subparagraph 10.2.11 as follows:

It shall be the Contractor's responsibility to protect finished sidewalks and curbs against damage caused by trucks, etc., driving over them. If they are damaged they must be replaced by the Contractor without cost to the Owner.

10.2.12 Add new subparagraph 10.2.12 as follows:

The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

10.3.2 Delete subparagraph 10.3.2 in its' entirety and substitute with the following:

The Owner shall obtain the services of a licensed laboratory to verify the presence of absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, work in the affected area shall resume. The Contract Time may be extended appropriately.

10.3.3 Delete subparagraph 10.3.3 in its' entirety.

10.3.4 Insert a period after the word "Site" on line 2 and delete the rest of the paragraph.

10.3.6 Delete paragraph 10.3.6 in its' entirety.

ARTICLE 11 - INSURANCE AND BONDS (March 27, 2013)

11.1.2 - 11.4.10 - Delete paragraphs 11.1.2 through 11.4.10 of Article 11 in their entirety and replace with the following:

11.1.2 For the purpose of Article 11: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford, and West Hartford Board of Education" (hereinafter called the "Owner") shall include their respective boards, commissions, officials, officers, agents, consultants, volunteers and employees.

11.1.3

The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified by Subparagraph 11.1.4 or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified by Subparagraph 11.1.4 are minimum requirements and shall in no way limit or exclude the Owner from additional limits and coverage provided under the Contractor's policies. All required insurance, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance of Work under the contract including, but not limited to, environmental remediation work, waste materials hauling or disposal work. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The limits and coverage requirements may be revised at the option of the Town. The requirements herein shall in no way be construed to limit or eliminate the liability of the Contractor that arises from performance of work under the contract.

11.1.4

Minimum Scope and Limits of Insurance All Contractors:

- .1 **Commercial General Liability:**
\$1,000,000 combined single limit per occurrence / \$1,000,000 aggregate for premises-operations, independent contractors' protective, products-completed operations, contractual liability, personal injury and broad form property damage (including coverage for explosion, collapse and underground hazards). Contractor shall continue to provide products-completed operations coverage for two (2) years after Final Completion of the Work.
- .2 **Automobile Liability & Physical Damage:**
\$ 1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. The policy shall include collision and comprehensive coverage for any auto used for purpose of this contract.
- .3 **Workers' Compensation:**
COVERAGE A/Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut or applicable to the Work to be performed with an Experience Modification Rate of 1.0 or less.

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COVERAGE B/Employer's Liability: limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

- .4 **Umbrella Liability:**
\$2,000,000 per occurrence / \$2,000,000 aggregate, following form.
- .5 **Property:**
"All risk" property insurance on a replacement cost basis to cover portions of the Work stored on and off the site, in transit, or interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such building has not been completed. The insurance shall cover the value of personal property belonging to the Contractor located on the Owner's property or worksite, while in use or in storage. The insurance shall include interests of the Owner, Contractor, their Subcontractors and Sub-subcontractors.
- .6 **Contractor's Pollution Coverage:**
\$3,000,000 per occurrence project specific limit / \$3,000,000 aggregate, dedicated to Work performed under this contract only, unless otherwise approved by the Town's Risk Manager. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all Work performed by or on behalf of the Contractor under the contract (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.) Contractor shall continue to provide completed operations

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coverage for two (2) years after Final Completion of the Work. Exclusions or limitations affecting Work performed must be deleted. Policy form must be "pay on behalf of" rather than "indemnity" and insurance company must have the "right and duty" to defend. Any "insured vs. insured" language must be amended to "named insured vs. named insured" or not apply to "additional insureds". The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations.

- .7 Hazardous Waste Transporter Coverage:**
Any Contractor transporting hazardous waste shall have automobile liability coverage written for not less than \$1,000,000 per occurrence or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The pollution exclusion shall be amended to cover loading, unloading and transportation activities including hauling of waste from the project site to the final disposal location, and non-owned disposal site endorsement (claims-made) with scheduled landfill or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with all warranties, permits evidencing ability to accept the type of waste being delivered, and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.
- .8 Pollution Legal Liability:**
\$3,000,000 each loss / \$3,000,000 aggregate. The transporter who consolidates, transfers, stores or disposes of waste at any location, a sudden and non-sudden pollution legal liability policy must be provided for on-site and off-site bodily injury, property damage, cleanup costs, and defense costs for the location accepting the waste.

11.1.5 Additional Insured Endorsement:

All liability policies (with the exception of Workers' Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an additional insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leases or used by the Contractor; or automobiles owned, leased, hired or borrowed by the

Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

11.1.6 Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A: VII, or otherwise deemed acceptable by the Town's Risk Manager.

11.1.7 Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractor's coverage shall be subject to all of the requirements stated herein.

11.1.8 Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Owner. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Owner.

11.1.9 Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Owner thirty (30) days prior to each policy expiration.

11.1.10 Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project. All aggregate limits must be declared to the Owner. It is agreed that the Contractor shall notify the Owner with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

11.1.11 Deductibles and Self-Insured Retentions:

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Contractor must declare any deductibles or self-insured retentions to the Owner. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

11.1.12 Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner. Ten (10) days prior written notice shall be given for non-payment of premium.

11.1.13 Other Insurance Provisions:

All liability policies required herein shall contain, or be endorsed to contain, the following provisions:

- .1 The Contractor's insurance shall be primary with respect to the Owner. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory to the Contractor's insurance.
- .2 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- .3 Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Owner.

11.1.14 Verification of Coverage:

- .1 Contractors shall furnish to the Owner prior to the commencement of the Work, certificates of insurance and copies of all endorsements for the insurance required by Subparagraph 11.1.1 and Subparagraph 11.1.4. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. If any insurance coverage is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. The Owner reserves the rights to require complete, certified copies of all required policies, at any time.
- .2 One (1) copy of the certificate of insurance shall be mailed to the Purchasing Division, and one (1) copy to the Risk Management Division, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107.

11.1.15 Failure to Purchase or Maintain Insurance:

- .1 If the Contractor fails to purchase or maintain the required insurance specified by Article 11, the failure shall be treated as a default in Work. The Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor in the manner set forth in Paragraph 2.4.
- .2 If the Owner or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under Article 11, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

11.1.16 Additional Insurance:

If requested by the Owner after the date of the Owner-Contractor Agreement, the Contractor shall promptly procure, at the Owner's expense, insurance coverage in such amounts as the Owner may request coverage not listed in Subparagraph 11.1.4.

11.2 Owner's Insurance

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims that may arise from operations under the contract.

11.2.2 The Owner shall be responsible for purchasing and maintaining Builder's risk "all risk" property insurance upon the Work installed at the site to the full insurable value, including boiler and machinery with the exception of the interior portion of the buildings under construction from rain, sleet or snow, whether of not driven by wind, when the installation of the roof, walls and windows of such buildings has not been completed. Any loss insured is to be adjusted and settled with the Owner and made payable to the Owner.

11.2.3 The Owner does not agree to waive any rights of subrogation, nor any rights of action against the Contractor, in connection with or arising out of any claims or damages which may arise from the operations under the contract.

11.4.3 Add new paragraph as follows:

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1.1 Add the words "or Owner's" after the word "Architect's" in lines 1 and 3. Add the words "or Owner" after the word "Architect" in line 2.

12.1.2 Add the words "or Owner" after the word "Architect" on lines 1 and 2.

12.2.2 Delete sub-subparagraphs 12.2.2.1, 12.2.2.2 and 12.2.2.3 in their entirety and substitute with the following:

12.2.2 If, within one year after the date of final completion of the Work or designated portion thereof, or after the date for commencement of warranties established under subparagraph 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at the Contractor's sole expense after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after final completion, by the period of time between final completion and the actual performance of the Work. This obligation under this subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Add the following to the end of subparagraph 13.1:

The Work shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations or orders during its performance and its completion.

13.4.1 Delete the words "by law" in line 3 and substitute with the words "at law or in equity".

13.4.3 Add new subparagraph 13.4.3 as follows:

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Contractor except as specifically provided herein.

13.5.1 Delete subparagraph 13.5.1 in its' entirety and substitute with the following:

If the Contract Documents, or any laws, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority

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having jurisdiction over the Work or the site of the Project require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect and the Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, test or approvals except where the Contract Documents provide otherwise.

13.6 Delete subparagraph 13.6 in its' entirety.

13.7 Delete paragraph 13.7 in its' entirety.

13.8 CAPTIONS

13.8. The captions and headings of various Articles and Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.9 Add a new Paragraph 13.9 as follows:

13.9 SEVERABILITY

13.9 The invalidity of any covenant, restriction, condition, limitation in any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

13.10 Add a new Paragraph 13.10 as follows:

In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders the performance of this contract impossible, the contract shall be terminated. Such occurrences shall include, without limitation, death of the Contractor (in the event that the Contractor is a sole proprietor); destruction of all, or a major portion of the Contractor's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the contract;

war, famine, flood, plague, pestilence or act of God. Any amounts due to either party by the other as the result of actions taken pursuant to the contract prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the contract.

13.11 Add new paragraph 13.11 as follows:

The Contractor shall comply with Section 12-43 of the Connecticut General Statutes as may be amended.

Sec. 12-43. Property of nonresidents. All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1.1 Delete the number "30" on line 1 and substitute with the number "60".
- 14.1.3 Delete subparagraph 14.1.3 in its entirety and substitute with the following:
- If one of the reasons described in subparagraph 14.1.1 or 14.1.2 exists, 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.
- 14.2.1 Delete subparagraph 14.2.1 in its' entirety and substitute with the following:
- 14.2.1 The Owner may terminate the Contract for any of the following causes:
- 14.2.1.1 If the Contractor shall institute or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a

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receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or

14.2.1.2 If a receiver of all or any substantial portion of the Contractor's properties is appointed; or

14.2.1.3 If the Contractor abandons the Works; or

14.2.1.4 If the Contractor fails to prosecute the Work promptly and diligently; or

14.2.1.5 If the Contractor fails or refuses to supply enough properly skilled workers or proper materials for the Work; or

14.2.1.6 If the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or

14.2.1.7 If the Contractor fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any Subcontract with a Subcontractor; or

14.2.1.8 If a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or

14.2.1.9 If the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or

14.2.1.10 If the Contractor otherwise substantively violates any provision of the Contract Documents.

14.2.2.1 Delete the semicolon after "Contractor" in line 2 and add:

and may request that the Contractor remove any part or all of his equipment, machinery, and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, may remove or store such equipment, machinery and supplies at the Contractor's expense;

14.2.4 Delete subparagraph 14.2.4 in its' entirety and substitute with the following:

If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner immediately upon the Owner's demand. The costs to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorney's fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Owner or Contractor shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract".

- 14.3.2 In line 1, delete "shall" and insert "may".
- 14.4.3 On line 2, insert a period after the word "termination" and delete the remaining words on lines 2 and 3.

ARTICLE 15 – CLAIMS AND DISPUTES

- 15.1.2 Delete the number "21" in line 4 and replace with the number "10".
- 15.2.1 Delete subparagraph 15.2.1 and substitute the following:
- Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. A decision by the Architect shall be required as a condition precedent to mediation, litigation or other formal method of dispute resolution of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless no decision has been rendered by the Architect within 45 days of referral of the Claim to the Architect or the Architect fails to provide a decision as scheduled in subparagraphs 15.2.2 through 15.2.5, whichever is later.
- 15.2.2 On line 4 add the word "or" after the word "Claim," and add a period after the word "compromise." Delete the balance of the paragraph after the word "compromise".
- 15.2.3 On lines 3 and 4 replace the words "Owner" and "Owner's" with "claimant" and "claimant's".
- 15.2.4 Delete the last sentence of subparagraph 15.2.4 and substitute the following:

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"Within 10 days of receipt of the response or supporting data, if any, the Architect will either reject, or approve the claims in whole or in part, or suggest a compromise."

15.2.5 Delete the second sentence of subparagraph 15.2.5.

15.2.9 Add new subparagraph 15.2.9 as follows:

If a claim has not been resolved after consideration of steps described in subparagraphs 15.2.1 through 15.2.5, then the parties shall make an additional good faith effort to resolve the claim through an informal dispute resolution process mutually agreeable to the parties. If the claim is still not capable of resolution within ten days or such other time period that is mutually agreed upon, the parties may proceed to arbitration, litigation, or formal alternate dispute resolution.

15.2.10 Add new subparagraph 15.2.10 as follows:

If no form of dispute resolution is mutually agreed upon, no party may compel arbitration, mediation or alternate dispute resolution, and the parties may pursue whatever legal remedies are available to them.

15.3 (15.3.1 – 15.3.3) Delete in its' entirety.

15.4 (15.4.1 – 15.4.3) Delete in its' entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Scope of the Work.
- B. Allowances.
- C. Contractor use of site and premises.
- D. Work Sequence.
- E. Owner occupancy.

1.02 SCOPE OF THE WORK

- A. Demolition of existing and installation of new Gymnasium floor.
- B. Addition of Wall Pads and FRP on end walls including related electrical work to accommodate pads and replacement of electric panels.
- C. Add Alternate #1 for Premium Guarantee for wood flooring and Add Alternate #2 for substitute 6 mil poly moisture barrier to Versasheid 95RH.

1.03 ALLOWANCES

The contractor shall carry in his base bid the allowance sums for the following work. The sums include all overheads and profits.

- A. 3,000 SF of Leveling of Gymnasium concrete slab with self-leveling underlayment (Section 09 65 10) after removal of existing Gymnasium flooring system, per new flooring installation requirements (09 64 66- 3.01A) – based on unit price on Bid Form.

1.04 CONTRACTORS USE OF SITE AND PREMISES

- A. Limit use of site to allow owner occupancy.
 - 1. Assume full responsibility for protection and safe keeping of products under this Contract. Follow all security requirements of Owner. Building must be secured at the end of each workday.
- B. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- C. Coordinate use of the premises under direction of Owner. Follow all security requirements as directed by the Owner. **Develop prior to start of work, update and submit weekly a Use Plan illustrating activities during the coming week and month.** This plan shall include location of all staged material and equipment.

1.05 WORK SEQUENCE

- A. Construct Work as indicated on the drawings to accommodate Owner's use of the building during the construction period, coordinate construction schedule and operations with Owner and Architect. The Owner will occupy the building for their normal school activities during the construction work and will vacate portions for the Contractor to work in according to a schedule established prior to start of project and as detailed below. The existing Gymnasium shall be available to the contractor while school is not in session between June 14, 2016 to August 26, 2016.
- B. This Work in occupied spaces must be done during non-occupied hours and Occupied spaces must be maintained in appropriate condition for the use without disruption of educational programs and exits must be maintained at all times.
- C. Coordinate work on the electrical service to maintain electrical service during occupied times.

1.06 OWNER OCCUPANCY

- A. The Owner will occupy a portion of the building during the entire period of construction for the conduct of normal operations.
- C. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations. Schedule the Work to accommodate this requirement.
- D. Maintain means of egress, show alternate exiting on use plan and secure approval by local authority prior to implementing.
- D. Coordinate Work with the Owner, Clerk of the Works, Architect, Building Inspector and Fire Marshall.
- E. Maintain the fire alarm and fire detection system at all times during construction. Maintain existing systems until new systems are fully operative.
- F. The existing building shall be available to the contractor during non occupied hours 7 days a week. The owner shall provide custodial staff at no cost to the contractor to open and close the facility during non occupied hours. If work occurs in occupied areas in the evenings while school is in session the area shall be rendered "occupiable" prior to the start of school the following day.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Construction Time.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.

1.02 RELATED SECTIONS

- A. Document Owner - Contractor Agreement.
- B. Section 01 33 00 – Submittals: Schedule of Values.
- C. Section 01 60 00 – Product Requirements: Product substitutions.

1.03 CONSTRUCTION TIME

- A. On or before August 19, 2016 the Contractor shall **substantially complete** this project. On or before August 26, 2016, the contractor shall be ready to deliver a **100 percent completed project** to the Owner. See Bid Form for liquidated damages.

1.04 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G702 - Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within 14 days after date of Owner - Contractor Agreement.
- C. Suggested Format: Utilize the Table of Content of this Project Manual. Identify each line item with number and title of the major specification Section. Provide a separate line for Labor and Materials for each item. Identify site mobilization, bonds and insurance. This is the required minimum breakdown for the Schedule of Values, the Contractor may provide additional breakdowns.
- D. The contractor shall provide line items of up to ten individual tasks as identified by the Architect at the pre construction meeting. These tasks are for non-

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SECTION 01 20 00
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reimbursable costs as defined by the State Facilities Unit and must be tracked separately for the purpose of reimbursement.

- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.05 APPLICATION FOR PAYMENT

- A. Submit three original typed AIA Form G702 and G703 Application and Certification for Payment and Continuation Sheet with each application. Form G702 should be Notarized.
- B. Submit up-dated construction schedule with each application for Payment and other information indicated in the Supplemental Conditions.

1.06 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by AIA A201 Article 7.4 by issuing supplemental instructions on AIA Form G710 Architect's Supplemental Instructions.
- B. The Architect may issue issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- C. The Contractor may propose a change by submitting request for change to the Architect using AIA Form G709 Proposal Request, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00 Product Requirements.
- D. Stipulated Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect.
- E. Unit Price Change Order: For predetermined unit prices and quantities, the Change Order will be executed on a fixed unit price basis.
- F. Construction Change Directive: Architect may issue a directive on AIA Form G714 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate

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method of determining any change in Contract Sum or Contract Time. Promptly execute the change.

- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work.
- H. Change Order Forms: AIA G701 Form.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

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SECTION 01 31 00
PROJECT MANAGEMENT AND
COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Coordination
- B. Pre-construction conference.
- C. Progress meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements as well as meeting Owner security requirements.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate installation of mechanical and electrical work that is indicated diagrammatically on Drawings. Follow routing shown and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate location of fixtures and outlets within finishes.
- F. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

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SECTION 01 31 00
PROJECT MANAGEMENT AND
COORDINATION

1.03 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a conference after Notice of Award and provide minutes of meeting.
- B. Attendance Required: Architect, Owner's representatives, Contractor's Superintendent, and Major Subcontractors.
- C. Agenda:
 - 1. Submission of list of all Subcontractors, list of Products, schedule of values, and CPM progress schedule.
 - 2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 3. Scheduling.
 - 4. Use of premises by Owner and Contractor (Use Plan).
 - 5. Construction facilities and controls provided by Owner.
 - 6. Temporary utilities provided by Owner.
 - 7. Security and housekeeping procedures (ID Badges).
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
 - 10. Establish schedule for weekly progress meeting.

1.04 PROGRESS MEETINGS

- A. Architect will preside at meetings, Owners Representative will record minutes, and distribute copies to Architect, Contractor and Owner.
- B. Attendance Required: Contractors, Project Manager and Job Superintendent, major Subcontractors and suppliers, Owner's representative, Architect and as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.

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SECTION 01 31 00
PROJECT MANAGEMENT AND
COORDINATION

3. Field observations, problems, and decisions.
4. Identification of problems, which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

1.05 BUILDING COMMITTEE MEETINGS

- A. Representative from General Contractor may be required to attend regularly scheduled evening building committee meetings, if requested by the Architect and/or C/A, throughout the duration of the Project.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. This section includes administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.
 - 1. Refer to the General Conditions and the Agreement for definitions and specific dates of Contract Time.

1.02 RELATED SECTIONS

- A. Section 01 31 00: Project Management and Coordination.
- B. Section 01 33 00: Submittal Procedures.

1.03 DEFINITIONS

- A. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.
- B. Critical Path: The longest continuous chain of activities through the network schedule that established the minimum overall project duration.
- C. Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
- D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- E. Event: An event is the starting or ending point of an activity.
- F. Milestone: A key or critical point in time for reference or measurement.

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SECTION 01 32 13
SCHEDULING OF WORK
- CPM SCHEDULES

- G. Float: Float is the measure of leeway in activity performance. Accumulative float time belongs to the Owner.
1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.

1.04 QUALITY ASSURANCE

- A. The Contractor's Consultant: Retain a consultant to provide planning, evaluating, and reporting by CPM scheduling.
1. In-House Option: The Owner may waive the requirement to retain a consultant if the Contractor can demonstrate that:
 - a. The Contractor has the computer equipment required to produce CPM network diagrams.
 - b. The Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques.
 2. Program: Use "Primavera Project Planner" compatible, latest version.
 3. Standards: Comply with procedures contained in AGC's "Construction Planning and Scheduling."

1.05 PRELIMINARY BAR GRAPH SCHEDULE

- A. Preliminary Bar Graph Schedule: A preliminary bar graph schedule is to be prepared by the General Contractor and submitted to the Construction Administrator within seven days of award of contract. This schedule is to cover all items of Work from the start of the project up to the start of the concrete foundations. This schedule must be revised when the actual schedule of significant items varies more than one week from the proposed schedule.

1.06 CPM SCHEDULE

- A. Prepare the Contractor's Construction Schedule using the network analysis diagram system known as the Critical Path Method (CPM). Follow procedures outline herein.
1. Proceed with preparation of the network diagram immediately following notification of Contract award.
 2. Follow the steps necessary to complete development of the network diagram in sufficient time to submit the CPM Schedule so it can be accepted for use no later than (60) sixty Calendar Days after commencement of the Work.

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SECTION 01 32 13
SCHEDULING OF WORK
- CPM SCHEDULES

B. Network Details:

1. The Detailed Network Diagram shall be constructed to show the order in which the Contractor proposes to carry out the Work. The Contractor shall use the detailed network Diagram in planning, scheduling, coordinating and performing the Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The following criteria shall form the basis for the logic.
 - a. What must be completed before an activity can be started?
 - b. What can be done concurrently?
 - c. What must be started immediately following an activity?
2. The Detailed Network Diagram shall provide sufficient detail and clarity of form and technique so that the Contractor can plan, schedule and control his Work and the Owner can readily monitor and follow the progress for all portions of Work. The Detailed Network Diagram shall comply with the limits imposed by the Scope of Work and by contractually specified intermediate milestone and completion dates. The degree of detail of the Network Diagram shall be to the satisfaction of the Construction Administrator and Owner but at a minimum the following factors must be included:
 - a. The structural breakdown of the project.
 - b. The type of Work to be performed.
 - c. The purchase, manufacture and delivery activities for all major materials and equipment.
 - d. Deliveries of Owner-furnished equipment.
 - e. Submittal and approval of shop drawings and material samples.
 - f. Plans for all subcontract Work.
 - g. Assignment of responsibility for performing all activities.
 - h. Identification of interfaces and dependencies with preceding, concurrent and follow-on Contractors.
 - i. Approval of test results.
 - j. Planning for phased or total takeover by Owner.
3. The activities outlined in the Detailed Network Diagram shall be analyzed in detail for normal operations, manpower and equipment to determine activity time durations in units of whole calendar days. Activity durations of over (21) twenty-one Calendar Days shall be kept to a minimum except in the case of non-construction activities such as procurement of materials, delivery of equipment and concrete curing. All durations shall be the result of definitive manpower and resource planning under contractually defined on-site work conditions by the Contractor.

- C. Summary Master Network: The Contractor shall also prepare and submit a time-sealed Summary Master Network on a single sheet showing the total project in approximately (50) fifty to (100) one hundred activities. This Schedule shall accurately summarize the Detailed Network Diagram that is to be computerized. Emphasis shall be placed on major milestones and contractual interference with others.

DIVISION 1
SECTION 01 32 13
SCHEDULING OF WORK
- CPM SCHEDULES

D. Updates:

1. The initial update shall take place the first week after a finalized schedule is submitted by the Contractor. Subsequent updates shall be done monthly for the duration of the contract. Each updating is to include an Activity Details Listing (ADL), Detailed Network Diagram (DND) and a Summary Master Network (SMN). The updating shall indicate:
 - a. Actual activity percent complete listings.
 - b. Actual percent complete and projected activity percent complete from Baseline Schedule.
 - c. Revised logic and changes in activity duration.
 - d. Projected future start and completion dates.
 - e. Delays affecting project completion.
 - f. A bar chart covering the next two months of Work.
2. Four copies of each report, diagram graph, etc. and one floppy disk of the updated CPM are to be submitted with each updating.
3. As part of the monthly update the Construction Administrator will produce a Narrative Progress Report describing the physical progress during the report period, potential delays and problems, estimated impact on performance to each Contractor and overall project completion date.

E. Delays:

1. To assess the impact of any delay(s) on the project, the Contractor must use the project CPM Schedule to demonstrate how the delay(s) affects the project critical path and its net impact on the completion date. The Contractor must use the most current CPM Schedule in establishing delays to project completion.
2. Should the progress of the Work be delayed for any reason other than those mentioned in the General Conditions under Article 4, "Commencement and Completion of Work," and if such delays, being the fault of the Contractor and resulting in the Contractor being unable to comply with the scheduled completion date, the Contractor agrees to take all necessary action, including additional overtime at the Contractor's expense, to ensure that the Contract completion dates are met.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction (CPM) progress schedules.
- C. Proposed Products list.
- D. Shop drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 01 40 00 – Quality Requirements
- B. Section 01 70 00 – Execution and Closeout Requirements
- C. The Specification Section for that work.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's standard transmittal form or cover letter.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor, or supplier; pertinent drawing sheet and detail numbers, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittal to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect and Engineer review stamps.

- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION (CPM) PROGRESS SCHEDULES

- A. Submit initial progress (CPM) schedule in duplicate within 7 days after date of Owner - Contractor Agreement for Architect review.
- B. Revise and resubmit every two weeks.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous versions.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.05 SHOP DRAWINGS

- A. Submit one copy in "Adobe PDF file" format electronically.
- B. After review, distribute in accordance with Article on Procedures above and provide hard copies for Record Documents described in Section 01 70 00 – Execution and Closeout Requirements.

1.06 PRODUCT DATA

- A. Submit one copy in "Adobe PDF file" format electronically.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide hard copies for Record Documents described in Section 01 70 00 – Execution and Closeout Requirements.

1.07 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors and in custom colors selected, textures, and patterns for selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification sections.
- E. Reviewed samples submittal requirements in individual specification sections.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or Product that conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certification as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.
- D. Certify that products used are the current production materials.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART I - GENERAL

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-I Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.

1.02 RELATED SECTIONS

- A. Section 01 31 00 – Project Management and Coordination.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product Sections; match existing Products exactly and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that areas are ready for installation of new Work.
- B. Beginning of Work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation and freezing in exposed areas.
- F. Repair any damages to existing construction due to contractors negligence.

3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Project: Complete in all respects including operational mechanical and electrical work.
- C. Remove, cut and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Install Products as specified in individual Sections.

3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

- A. Where removal of partitions or walls results in combining adjacent rooms, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, request instruction from Architect.

3.06 REPAIR OF DAMAGED SURFACES

DIVISION 1
SECTION 01 35 16
ALTERATION PROJECT
PROCEDURES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.07 FINISHES

- A. Finish surfaces as specified in individual Product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 CLEANING

- A. In addition to cleaning specified in Section 01 70 00, clean Owner occupied areas of work.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.

1.02 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures
- B. Section 01 60 00 – Product Requirements

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding. Architect's decision is final.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship or specified quality. As per manufacturer's direction and as per individual specification section.
- F. Secure Products in place with positive anchorage devices designated and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

- A. Conform to reference standards that are most current to the date of the bids.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding. Architect's decision is final.

DIVISION 1
SECTION 01 40 00
QUALITY REQUIREMENTS

- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference documents.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. The contractor is responsible for tests specified in individual sections. Owner may employ and pay for services of an independent firm to perform inspection and testing. Contractor will cooperate and provide access for such inspectors and testing agency.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

DIVISION 1
SECTION 01 50 00
TEMPORARY FACILITIES
AND CONTROLS

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
- B. Progress Cleaning.
- C. Construction Facilities: Field Office is not required.
- D. Temporary Structures: Bracing, support and shoring of new work to facilitate project completion.

1.02 RELATED SECTIONS

- A. Section 01 70 00 – Execution and Closeout Requirements: Final cleaning.

1.03 TEMPORARY ELECTRICITY

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service. Building power may not be used for welding.
- B. Owner will pay cost of energy used. Exercise measures to conserve energy.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
- D. Permanent convenience receptacles may be utilized during construction.

1.04 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.

DIVISION 1
SECTION 01 50 00
TEMPORARY FACILITIES
AND CONTROLS

1.05 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 TELEPHONE SERVICE

- A. Provide, maintain and pay for cell phone for onsite supervisor.

1.07 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations.
- B. Owner will pay cost of water used. Exercise measures to conserve water.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.08 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain temporary sanitary facilities and enclosures. Contractor may not use facilities in existing building.
- B. Contractor is responsible for maintaining the facilities during the entire period.

1.09 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as 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 materials and equipment.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces; STC rating of 35 in accordance with ASTM E90 maximum Flame Spread Rating of 25 in accordance with ASTM E84.

1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.

1.11 SECURITY

- A. Coordinate with Owner's security program requirements. See Section 01010.

DIVISION 1
SECTION 01 50 00
TEMPORARY FACILITIES
AND CONTROLS

1.12 PARKING

- A. Restrict parking on site to areas designated by Owner.

1.19 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site weekly and dispose off-site.

1.20 FIELD OFFICE

- A. Contractor will not be required to provide a field office.

1.21 STRUCTURAL SUPPORT

- A. Provide temporary shoring for new and existing construction as required to complete the work and protect life safety and property.

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction as near as practical to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Section 01 40 00 - Quality Requirements

1.03 PRODUCTS

- A. Products: Means latest production material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.

DIVISION 1
SECTION 01 60 00
PRODUCT REQUIREMENTS

- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Product Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products specified by naming one manufacturer without a provision for substitution: no substitution allowed.

1.07 SUBSTITUTIONS

- A. AIA document A701- Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period. In any case, substitutions during bidding are only acceptable if such substitutions are issued as addendum items. Substitutions shall only be considered within 60 days of contract signing.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.

DIVISION 1
SECTION 01 60 00
PRODUCT REQUIREMENTS

2. Will provide the same warranty for the Substitution as for the specified Product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit four copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The Architect will notify the Contractor, in writing, of decisions to accept or reject request.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Project Record Documents.
- E. Operation and Maintenance Data.
- F. Warranties.
- G. Spare Parts and Maintenance Materials.

1.02 RELATED SECTIONS

- A. Section 01 50 00 – Temporary Facilities and Controls.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Schedule final inspection with Owner's representative and Architect.
- C. If during final inspection, Owner's representative or the Architect found more than five items not completed, the inspection will be terminated and the contractor will complete all work and reschedule final inspection.
- D. On the second inspection, if more than five items are again found to be not completed, the Owner may consider action to terminate the contract and deduct the cost for completion by third party.
- E. Provide submittals to Owner that are required by governing or other authorities.
- F. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean equipment and fixtures to a sanitary condition.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.05 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation and compliance with warranty.

1.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site, two sets of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store one set of Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress on an up-to-date set of red-marked, annotated as-built drawings, to be furnished to the Owner upon completion of construction.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, reference to visible and accessible features of the Work.

2. Field changes of dimension and detail.
 3. Details not on original Contract Drawings.
- F. Delete Architect title block and seal from all documents.
- G. Submit documents to Owner with claim for final payment.

1.07 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring capacity expansion binders with durable plastic covers.
- B. Prepare red binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 24 pound white paper.
- E. Part 1: Directory, listing names, addresses, and telephone number of Architect, Consultants, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone number of Subcontractors and suppliers. Identify the following:
1. Significant design criteria.
 2. List of equipment.
 3. Parts list for each component.
 4. Operating instructions.
 5. Maintenance instructions for equipment and systems.
 6. Maintenance instructions for (special) finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
 2. Certificates.
 3. Photocopies of warranties.
- H. Submit three (3) sets final volumes revised, within ten days after final inspection.

1.08 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.09 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-I Specification sections, apply to work of this section.

1.01 SUMMARY

A. The work of this section includes, but is not limited to, the demolition and removal from the site of existing construction, materials and systems as indicated on Drawings. General items to be demolished include the following:

1. Removal of gymnasium floor and accessories down to bare, broom cleaned subfloor. Concrete subfloor shall be prepared for new floor finishes as indicated in technical specification sections.
2. Removal, relocation and reinstallation of gymnasium bleachers as specified.
3. Removal of floor finishes as indicated on drawings down to bare, broom cleaned subfloors. Concrete floors shall be prepared for new floor finishes as indicated in technical specification sections.
4. Removal of accessories, light fixture, exit sign, etc. as indicated on drawings.
5. Removal of all loose and attached furnishings, fixtures, equipment, systems, debris, junk and everything else attached to systems to be demolished, except things indicated to remain.
6. Coring and cutting of existing slab for new posts and athletic equipment inserts.
7. Temporary protection of adjacent building improvements during demolition work.
8. Disconnecting and capping off utilities.

B. Special Conditions: Specific items of concern are as follows:

1. Gymnasium bleachers are to be disconnected and relocated within the gymnasium to accommodate the installation of the new athletic wood flooring.
2. No wiring shall be pulled, cut or moved without prior authorization from Owner. Support and tie up to existing structure any wiring (data/telephone/fire alarm, etc.) that is intended or designated to remain.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Carefully examine all of the Contract Documents for requirements which affect the work of this section. Certain construction, systems, or equipment identified in the

DIVISION 1
SECTION 01 73 00
SELECTIVE DEMOLITION

Contract Documents or by the Architect in the field shall remain in-place or be removed and stored by others for future service and shall be protected.

- B. Other specification sections which directly relate to the work of this section include, but are not necessarily limited to, the following:
 - 1. Section 01 73 29 - Cutting and Patching
 - 2. Section 09 64 66 – Wood Athletic Flooring

1.04 PROJECT CONDITIONS

- A. Occupancy: Areas to be demolished will be unoccupied prior to start of work. Section 01 11 00 for existing occupancy procedures.
- B. Condition of Structures: Owner assumes no responsibility nor makes any claim as to the actual condition or structural adequacy of any existing construction to be demolished. The Contractor shall investigate and assure himself of the condition of the work to be demolished and shall take all precautions to ensure safety of persons and property.
- C. Salvage: Items of value which are not indicated to be returned to the Owner or reused on this project shall become the property of the Contractor. Storage or sale of items on the project site is prohibited.
 - 1. Items indicated to be salvaged shall be removed with extreme care to prevent damage. All components and parts of salvaged items shall be saved and packaged. Store salvaged items as directed by Owner or Architect. Items to be salvaged and returned to the Owner or reused on this project include, but are not limited to, the following:
 - a. Gymnasium bleachers
 - b. Wall Plaques
 - c. Fire Alarm pull station
 - d. Owner shall advise through Owner's Representative any additional items to be salvaged.
- D. Traffic: Conduct operations and removal of debris to ensure minimum interference with the normal use of public passages and other adjacent facilities. Do not close or obstruct traffic ways, corridors, streets, walks or other used facilities without the written permission of the Owner and authorities having jurisdiction.
- E. Protection: Ensure the safe passage of persons in and around the space and the building during demolition. Prevent injury to persons and damage to property. Protect items to remain. Maintain fire protection systems in operation throughout the work of this project.

- F. Dust and Noise Control: Take special care to control dust and noise to avoid creating a nuisance. Obtain Architect's and Owner's approval of means, methods and techniques use to control dust and noise.
- G. Utilities: Maintain all utilities except those requiring removal or relocation. Keep utilities in service and protect from damage. Do not interrupt utility serving used areas without first obtaining permission from the Building Owner. Provide temporary services as set forth in "General Requirements".

1.05 SUBMITTALS

- A. Submit detailed schedule indicating proposed methods and operations to be used in demolition. Include information for disconnecting utilities and legal disposal of refuse.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Demolish areas as noted on demolition plan and as indicated herein, completely and legally remove debris from site. Use demolition methods within limitations of governing regulations.
- B. Proceed with demolition systematically from top to bottom. Demolish in small sections and avoid overloading. Remove all associated adhesives, clips, hangers and other attachment devices with removal of finishes.
 - 1. Interior walls: Remove interior walls and partitions as indicated and as needed to accommodate new work.
 - 2. Ceilings: Where ceilings are indicated to be removed, also remove ceiling mounted systems and equipment leaving only bare structure free from hangers.
 - 3. Floors: Remove floor finishes and construction down to bare, cleaned subfloors free of traces of adhesives and debris that could interfere with new work.
 - 4. Doors and Frames: Where doors and frames are indicated to be removed from walls or partitions which are to remain, remove doors and frames carefully so as to minimize damage to wall and ceiling. Repair and patch surfaces as necessary to accommodate new door frame or other new work.
- C. Create subfloors and substrates suitable for installation of new work.
- D. Upon completion of demolition work, all spaces and surfaces shall be broom clean and all nails, wires, hangers, and other items shall be removed down to bare substrates.

DIVISION 1
SECTION 01 73 00
SELECTIVE DEMOLITION

- E. Remove all debris from site and dispose of legally. Burning on site is not permitted.
- F. Pollutants:
1. Definitions:
 - a. Pollutants: means any solid, liquid, gaseous or thermal irritant or contaminant, including gas, alkalis, and chemicals, "waste" and any of the following: heat, smoke, vapor, soot or fumes.
 - b. Waste: includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
 2. In the event any "pollutants" are encountered, discharged, dispersed, released, or escaped in the performance of the work, the Contractor shall immediately notify the Owner.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-I Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.

1.02 RELATED SECTIONS

- A. Section 01 35 16: Alteration Project Procedures: Cutting and patching for alterations work.
- B. Section 01 33 00: Submittal Procedures.
- C. Section 01 60 00: Product Requirements
- D. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to work of the Section.
 - 2. Advance notification to other Sections of openings required in work of those Sections.

1.03 QUALITY OF CUTTING AND PATCHING WORK

- A. All work is to appear as if it was completed during original construction. All equipment shall be located as closely as possible to location indicated on drawings, however locations shall be adjusted in field to minimize cutting and patching of exposed materials. Conduit, piping, duct work, wiring and apparatus shall be concealed from view in all occupied spaces but may be exposed in mechanical, storage, janitorial and equipment spaces.
- B. All existing exposed materials which must be cut or removed for installation of new systems and materials shall be replaced or repaired to match existing materials as closely as practical.
- C. Successful bidder shall, within 15 days of the contact signing, and prior to beginning the work, carefully examine the existing conditions and mark up one copy of the plans indicating preferred location of equipment and routing of conduit, piping, duct work and wiring to minimize cutting and patching. He shall then arrange a meeting on site with the architect and his

DIVISION 1
SECTION 01 73 29
CUTTING AND PATCHING

engineering consultant to review these locations and extent of cutting and patching. He shall not proceed with the Work until these plans are approved.

1.04 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project.
2. Integrity of weather exposed or moisture resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate contractor.

B. Include in request:

1. Identification of Project.
2. Location and description of affected work.
3. Necessity for cutting or alteration.
4. Description of proposed work, and Products to be used.
5. Alternatives to cutting and patching.
6. Effect on work of Owner or separate contractor.
7. Written permission of affected separate contractor.
8. Date and time work will be executed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Primary Products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01 60 00.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

DIVISION 1
SECTION 01 73 29
CUTTING AND PATCHING

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.
- C. Maintain excavations free of water.

3.03 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching including excavation and fill to complete Work.
- B. Fit Products together, to integrate with other work.
- C. Uncover work to install untimely work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical work.

3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. For existing items under warranty, employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval of owner/architect.
- D. Restore work with new Products in accordance with requirements of Contract Documents.
- E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated safig material in accordance with Section 07 84 00 Firestopping - Fiberous Insulation, and/or fire rated to full thickness of the penetrated element.
- G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

CONARD HIGH SCHOOL
GYM FLOOR REPLACEMENT
West Hartford, Connecticut
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PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-I Specification sections, apply to work of this section.

1.01 SECTION INCLUDES

- A. General Standards.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 60 00 – Product Requirements
- B. The Specification Section for that Work.

1.03 GENERAL STANDARDS APPLICABLE TO ALL SPECIFICATION SECTIONS

- A. These provisions, standards, and tolerances shall apply to all work under this contract. Where stricter standards and tolerances are specified, they shall take precedence over these standards and tolerances.
 - 1. Some of the requirements specified in this Section are performance requirements. The Architect will cooperate in deciding how best to make the work conform to these performance requirements, and he will issue prompt interpretations and explanations of these requirements when requested to do so.
- B. Build and install parts of the work level, square, plumb, and in correct position unless specifically shown or specified elsewhere.
 - 1. No part shall be out of plumb, level, square or correct position so much as to impair its function or that of the project.
 - 2. No part shall be out of plumb, level square, or correct position so much as to impair the aesthetic effect of the part of the project as judged by the Architect.
 - 3. The following tolerances shall apply to plane surfaces unless stricter tolerances are specified. These tolerances shall not apply to work for which, in the Architect's interpretation, they are clearly inappropriate.
 - a. No point in the plane surface shall be out of correct position by more than 1/8".
 - b. No tangent to the plane surface shall vary from the vertical, horizontal, or other indicated plane by more than 1/2" in 12'.

DIVISION 1
SECTION 01 80 00
PERFORMANCE REQUIREMENTS

- C. Make joints tight and neat. If such is impossible, apply moldings, sealant, or other closure as directed by Architect.
- D. Under potentially damp conditions, provide galvanic insulation between different metals which are not adjacent on the galvanic scale.
- E. All fasteners used by all trades on the exterior of the building and where dampness and corrosion can reasonably be anticipated shall be corrosion resistant.
 - 1. Fasteners used for exterior wood trim, whether set and puttied or not, shall be stainless steel or aluminum.
 - 2. Fasteners for other carpentry on the exterior or in potentially damp locations shall be stainless steel, aluminum, or hot dip galvanized steel.
 - 3. Fasteners for copper and brass in all locations and under all conditions shall be copper or brass.
 - 4. Fasteners for stainless steel shall be stainless steel.
 - 5. Fasteners for aluminum shall be stainless steel or aluminum.
 - 6. Fasteners for ferrous metals shall be galvanized or stainless steel.
 - 7. Fasteners for other materials on the exterior of the building and where dampness and corrosion can reasonably be anticipated shall be one of the types specified above.
 - 8. If corrosion resistant fasteners are not available, notify Architect. Architect will direct alternative protection.
- F. Apply protective finish to parts of the work before concealing parts. For example, paint door tops and bottom before hanging doors, and paint corrosible mounting plates before installing parts over them.
 - 1. Paint aluminum embedded in masonry with bituminous paint.
 - 2. Coat concealed wood exposed in masonry with heavy coat of water repellent toxic fungicide.
 - 3. Paint other concealed materials with same primer and finish specified for exposed surfaces. If concealed materials are fully covered, primer alone is sufficient.
 - 4. Concealed parts which are already corrosion protected need not be painted unless specified otherwise.

DIVISION 1
SECTION 01 80 00
PERFORMANCE REQUIREMENTS

- G. Manufacturers, subcontractors, and workmen shall be experienced and skillful in performing the work assigned to them.
 - H. Verify critical dimensions in the field before fabricating items which must fit adjoining construction.
 - I. Where accessories are required in order to install parts of the work in usable form, provide such accessories.
 - J. Follow manufacturer's instructions for assembling, installing and adjusting products. Where manufacturer's instructions conflict with Contract Documents, request instructions from Architect.
 - K. Adjust and operate all items of equipment, leaving them fully ready for use.
 - L. All guarantees, warranties, and service maintenance agreements shall commence on the date of substantial completion of the work or the item being guaranteed, whichever is later, so that Owner receives full use of the item for the guarantee period.
 - M. All materials and equipment shall comply with the Occupational Safety and Health Act as amended.
- 1.04 GENERAL WORK TO BE PERFORMED AS PART OF GENERAL CONSTRUCTION
- A. Seal cracks and openings so as to make exterior skin of building tight to the weather. If methods of doing so are not specified, notify Architect, and proceed as directed by the Architect.
 - B. Provide adequate blocking, bracing, nailers, and fastenings to install parts of the work securely. Installed parts shall be able to withstand 2-1/2 times the maximum anticipated load as estimated by Architect. Blocking, bracing, nailers, and fastenings shall not be subject to deterioration or weakening as the result of normal environmental conditions or aging.
 - C. Perform cutting and patching required for all trades. Use workmen skilled in such work. Patch holes where ducts, conduit, pipes, and other items pass through existing construction. Patch holes where ducts, conduit, pipes, and other items are removed from existing construction.
 - D. Check drawings for requirements for bases, pads, and other supporting structures. Provide such supporting structures.
 - E. As part of the one year warranty specified in the General Conditions, repair cracks and other faults which occur as a result of settlement and shrinkage during the first year after substantial completion. This does not include faults which are due to abuse of the project or abnormal faults which result from inadequate design.

1.05 REFERENCE STANDARDS

- A. Unless date is listed, reference to standard specifications shall mean latest edition of such specifications published at date of bid documents.
- B. Reference to technical society or organization is made in the Project Manual according to the following abbreviations:

A.I.A.	American Institute of Architects
A.C.I.	American Concrete Institute
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.C.	American Institute of Steel Construction
A.I.S.I.	American Iron and Steel Institute
A.N.S.I.	American National Standards Institute (Obsolete designations are A.S.A. and U.S.A.S.I.)
A.P.A.	American Plywood Association (Obsolete designation is D.F.P.A.)
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing and Materials
A.W.I.	Architectural Woodwork Institute
ALIAS.	American Welding Society
F.S.	Federal Specification
N.B.S.	National Bureau of Standards
N.E.C.	National Electrical Code
S.I.G.M.A.	Sealed Insulating Glass Manufacturers Association
S S.S.P.C.	Steel Structures Painting Council
Id U.L.	Underwriters Laboratories, Inc.
Form 814	Connecticut State Highway Department Standard Specification for Roads, Bridges, and Incidental construction

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. Miscellaneous angles, plates, channels, and tubes for supports of various construction.
- B. Miscellaneous hangers, brackets and supports.

1.02 RELATED WORK

- A. Section 09 90 00: Painting and Coating
- B. Section 11 66 00: Athletic Equipment – Gymnasium Dividers

1.03 SUBMITTALS

- A. Submit shop drawings under provisions of General Conditions and Supplemental General Conditions.
- B. Prepare shop drawings of railing after taking field measurement of the built condition. Indicate on the shop drawings any deviations from the design drawings. Any deviations will require Architect's review.
- C. Prepare plans in 1/2" scale.
- D. Prepare elevations in 1-1/2" scale minimum.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel Sections and Plate: Commercial Quality Low Carbon Steel.
- B. Primer:
 - 1. Ferrous metals: DeVoe, Mirrolac modified epoxy #13101 or equal.
 - 2. Galvanized steel: DeVoe, Mirrolac galvanized metal primer #13201 or equal.
- C. Electrolytic Zinc coated steel minimum coating, class C, ASTM A591-83 for Steel Sheet materials.

2.02 FABRICATION

- A. Welding shall conform to the requirements of the AWS. Grind exposed welds smooth.
- B. After Work is fabricated, peen or upset bolt threads to prevent loosening.
- C. Grind rough edges smooth.
- D. Hot dip galvanize all products for exterior location including items built into exterior construction, including structural steel lintels, and ladder, after fabrication. Conform to the requirements of ASTM A386, 2.0 oz. per square foot.
- E. Prepare ferrous items for priming as follows:
 - 1. Remove obvious deposits of grease and oil first.
 - 2. Remove loose mill scale, loose black oxide, all rust, all welding flux and spatter and other contaminants by grinding and wire brushing. Do not roughen or burnish metal.
 - 3. Clean entire surface by flooding with clean mineral spirits and wiping dry with clean cloths.
- F. Prepare galvanized metals for priming as follows:
 - 1. Remove obvious deposits of grease and oil first.
 - 2. Flood with white vinegar, wet entire surface; let stand for five minutes, repeat three times.
 - 3. Remove vinegar residue with clean rags and clear water.
 - 4. Dry surfaces with clean rags.
 - 5. Clean entire surface by flooding with clean mineral spirits and wiping dry with clean cloths. Repeat once.
- G. Apply primer in thickness recommended by manufacturer. Do not over thin. Avoid runs, sags, and holidays. Brush primer into cracks and joints.
 - 1. Note that specified primer is slow drying. Allow primer to dry 72 hours before handling or shipping.

PART 3 - EXECUTION

3.01 SCHEDULE

- A. Angle Framing and channels:

DIVISION 5
SECTION 05 50 00
METAL FABRICATIONS

1. Miscellaneous brackets, supports, anchors, and frames for mechanical and electrical equipment.
 2. Provide miscellaneous brackets, supports, anchors, and lintels other than for mechanical and electrical equipment.
- B. Provide miscellaneous angles, plates, channels and tubes for support of construction such as Gymnasium dividing curtains, hollow metal frames and other construction shown on drawings. Welds shall be continuous. Ground weld joints smooth. Exterior application shall be hot dip galvanized after fabrication.
- C. Provide miscellaneous anchors and supports as required to complete the project.

3.02 INSTALLATION

- A. Install items firmly attached to supporting construction as detailed on drawings.
- B. If primer becomes damaged, prepare and prime damaged spots as specified above under FABRICATION.

3.03 PROTECTION

- A. Protect all completed work from damage.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. Miscellaneous wood framing.
- B. Furring and blocking.
- C. Plywood backer boards.

1.02 RELATED WORK

- A. Section 01 73 29: Cutting and Patching
- B. Section 09 64 66: Wood Athletic Flooring
- C. Section 11 66 00: Athletic Equipment

1.03 QUALITY ASSURANCE

- A. Lumber grading rules and wood species to be in conformance with PS 20.
- B. Grading rules of the following associations apply to materials furnished under this Section:
 - 1. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
 - 2. West Coast Lumber Inspection Bureau (WCLIB).
 - 3. Western Wood Products Association (WWPA).
 - 4. Northern Hardwood and Pine Manufacturer's Association (NHPMA).
- C. Grade Marks
 - 1. Identify lumber and plywood by official grade mark.
 - 2. Lumber
 - a. Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade of lumber, species or species grouping or combination

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designation, rules under which graded where applicable, and condition of seasoning at time of manufacturer.

- b. S-GRN: Unseasoned.
- c. S-DRY: Maximum 19% moisture content.
- d. MC-15: Maximum of 15% moisture content.

D. Testing:

- 1. ASTM E84, maximum 25 flame spread rating.

E. Requirements of Regulatory Agencies:

- 1. Fire hazard classification: Underwriters Laboratories, Inc. for treated lumber.

F. Reference Standards:

- 1. American Society of Testing and Materials (ASTM)
 - a. ASTM E84-77a, Surface Burning Characteristics of Building and Materials.
- 2. AWWA C1- All Timber Products-
AWPA C2- Lumber, Timber, Bridge Ties and Mine Ties
AWPC C4- Poles
AWPA C15- Wood for Commercial-Residential Construction
Preservative Treatment by Pressure Processes; American Wood-Preservers' Association.
- 3. AWWA P5- Waterborne Preservative; American Wood-Preservers Association.

1.04 SUBMITTALS

A. Certification

- 1. Fire-retardant treatment: Submit certification by treating plant that the fire retardant treatment materials comply with governing ordinances and that treatment will not bleed through finished surfaces. For any lumber used in a structural application certification is required stating that the lumber will not degrade under normal conditions of heat and humidity.
- 2. Preservative treatment: Submit certification by treating plant of compliance with specified standards, process employed, and preservative retention values.

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B. Product Data:

1. Submit product data, for each type of lumber use, in accordance with Contract Conditions identified with quality grade, type of finish and species of wood.

1.05 DELIVERY

- A. Deliver, store and handle wood cabinets in manner to prevent damage and deterioration.
- B. Defer delivery to the job until the installation and storage areas are complete and dry of all wet type construction.
- C. Maintain relative humidity in storage areas not to exceed 55%.
- D. Immediately upon delivery to job site, place materials in area protected from weather.
- E. Store materials a minimum of 6 inches above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation.
- F. Do not store seasoned materials in wet or damp portions of building.
- G. Protect fire retardant materials against high humidity and moisture during storage and erection.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Lumber - for rough carpentry

1. Dimensions
 - a. Specified lumber dimensions are nominal.
 - b. Actual dimensions to conform to PS-20.
2. Surfacing: Surface four sides (S&S) unless specified otherwise.
3. Framing lumber, any commercial soft wood species.
 - a. Light framing.
 1. Plates, blockings, bracings, furring, and nailers: utility grade.

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4. All framing and decking lumber for exterior ramps and railing system shall be pressure treated.

- a. Treatment: ACQ Preserve + Ultrawood water repellent in accordance with AWWA C1 and P5.
- b. Use 0.25 lb/cu ft (4.0 kg/cu m) of ACQ Preserve retention to comply with AWWA C2, C9, C15 as appropriate and 0.31 +/- 0.05 lb/cu ft of Ultrawood water repellent.
- c. Kiln dry after treatment to 19 percent maximum content for lumber and 18 percent for plywood.

5. Plywood

- a. Exterior grade: 3/4 inch thick and 1/2 inch thick.

B. Miscellaneous Material:

1. Construction Adhesive: Plasticon-400 by B.F. Goodrich
2. Fasteners and Anchorage: provide size and type as indicated and as recommend by applicable standards. All fasteners and Anchorage for application to exterior systems to be galvanized or stainless steel.

C. Fire Retardant Treatment Products (All materials used in the project including but not limited to all roof and interior blocking shall be fire-retardant treated.)

1. Lumber: AWWA C20.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that surfaces to receive rough carpentry materials are prepared to required grades and dimension.

3.02 INSTALLATION

A. General:

1. Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
2. Cut out and discard all defects which will render a piece unable to serve its intended function; lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting fitting.

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3. Furnish all rough lumber and all wood blocking, grounds, furring, and nailing strips to be built in by other trades and as required of installation material specified under other sections of the specifications.
4. Set work accurately to required levels and lines, with members plumb and true and accurately cut and fitted. Work not covered in this specification shall be governed by "manual of House Framing" which is incorporated herein by reference.
5. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Counter sink nail heads on exposed carpentry work and fill holes.
6. Bolting: Drill holes 1/16 inch larger in diameter than the bolts being used. Drill straight and true from one side only. Bolt threads shall not bear on wood. Use washer under head and nut where both bear on wood; use washers under all nuts.
7. Screws: For lag screws and wood screws, pre-bore holes same diameter as root of thread; enlarge holes to shank diameter for length of shank. Screw, do not drive, all lag screws and wood screws.
8. Wood grounds: Proper size for securing plywood, drywall, base, moldings, and all other miscellaneous trim.
 - a. Attach to substrates securely with anchor bolts and other attachment devices as shown and as required to support applied loading.
 - b. Counter sink bolts and nuts flush with surfaces, unless otherwise shown.
 - c. Provide grounds of dressed, preservative treated, key-beveled lumber not less than 1 1/2" wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.
9. Blind nail trim where possible. Use finish nails where exposed. Set exposed nail heads for filling.
10. Furring: 1" x 3" heartwood, spaced 16" on center blocked or shimmed to a true plane.
11. Rough hardware: Furnish all necessary items including all nails, screws, anchor bolts, clips and other rough hardware required to complete all work shown or specified.
12. Provide 2 x blocking required to support railing.

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D. Blocking:

1. Wedge, align, and anchor blocking with countersunk bolts, washers and nuts or nails.
2. Locate blocking to facilitate installation of finishing materials, fixtures, and specialty items.

E. Pressure Treated Wood Products

1. Treat completed units of woodwork, after cutting, machining, sanding, gluing and assembly has been completed to the greatest extent possible. Coat surfaces which have been cut after treatment with a heavy brush coat of same preservative.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 DEFINITIONS

- A. Firestopping: Material or combination of materials used to retain integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke, and hot gases through penetrations in fire rated wall and floor assemblies.

1.02 GENERAL DESCRIPTION OF THE WORK OF THIS SECTION

Only tested firestop systems shall be used in specific locations as follows:

- A. Penetrations for the passage of duct, cable, cable tray, conduit, piping, electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.
- B. Openings between structurally separate sections of wall or floors.
- C. Gaps between the top of walls and ceilings or roof assemblies.
- D. Expansion joints in walls and floors.
- E. Openings and penetrations in fire-rated partitions or walls containing fire doors.
- F. Openings around structural members which penetrate floors or walls.

1.03 RELATED WORK OF OTHER SECTIONS

- A. Coordinate work of this section with work of other sections as required to properly execute the work and as necessary to maintain satisfactory progress of the work of other sections, including:
 - 1. Section 03 30 00: Case-in-place Concrete
 - 2. Section 04 20 00: Unit Masonry
 - 3. Section 07 90 00: Joint Protection
 - 4. Section 09 21 16: Gypsum Board Assemblies

1.04 REFERENCES

- A. Test Requirements: ASTM E-814, "Standard Method of Fire Tests of Through Penetration Fire Stops" (July 1983).

- B. ASTM E199-07a Standard Test methods for Fire Tests of Building Construction and Materials.
- C. Underwriters Laboratories (UL) of Northbrook, IL runs ASTM E-814 under their designation of UL 1479 and publishes the results in their "FIRE RESISTANCE DIRECTORY" that is updated annually with a midyear supplement.
 - a. UL Fire Resistance Directory:
 - i. Through-Penetration Firestop Devices (XHCR)
 - ii. Fire Resistance Ratings (BXUV)
 - iii. Through-Penetration Firestop Systems (XHEZ)
 - iv. Fill, Voids, or Cavity Material (XHHW)
 - v. Forming Materials (XHKU)
- D. Test Requirements: UL 2079, "Tests for Resistance of Building Joint Systems" (November 1994).
- E. ASTM E-84, Standard Test Method for Surface Burning Characteristics of Building Materials.
- F. International Building Code 2003 with 2005 Connecticut Supplements
- G. NFPA 101-Life Safety Code
- H. NFPA 70-National Electric Code

1.05 QUALITY ASSURANCE

- A. A manufacturer's direct representative (not distributor or agent) to be on-site during initial installation of firestop systems to train appropriate contractor personnel in proper selection and installation procedures. This will be done per manufacturer's written recommendations published in their literature and drawing details.
- B. Firestop System installation must meet requirements of ASTM E-814, UL 1479 or UL 2079 tested assemblies that provide a fire rating equal to that of construction being penetrated.
- C. Proposed firestop materials and methods shall conform to applicable governing codes having local jurisdiction.
- D. Firestop Systems do not reestablish the structural integrity of load bearing partitions/assemblies, or support live loads and traffic. Installer shall consult the structural engineer prior to penetrating any load bearing assembly.
- E. For those firestop applications that exist for which no UL tested system is available through any manufacturer, a manufacturer's engineering judgment derived from similar UL system designs or other tests will be submitted to local

authorities having jurisdiction for their review and approval prior to installation. Engineer judgment drawings must follow requirements set forth by the International Firestop Council (September 7, 1994).

1.06 SUBMITTALS

- A. Submit Product Data: Manufacturer's specifications and technical data for each material including the composition and limitations, documentation of UL firestop systems to be used and manufacturer's installation instructions to comply with Section 01 30 00.
- B. Manufacturer's engineering judgment identification number and drawing details when no UL system is available for an application. Engineer judgment must include both project name and contractor's name who will install firestop system as described in drawing.
- C. Submit material safety data sheets provided with product delivered to job-site.

1.07 INSTALLER QUALIFICATIONS

- A. Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacturer's products per specified requirements. A manufacturer's willingness to sell its firestopping products to the Contractor or to an Installer engaged by the Contractor does not in itself confer qualification on the buyer.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials undamaged in manufacturer's clearly labeled, unopened containers, identified with brand, type, and UL label where applicable.
- B. Coordinate delivery of materials with scheduled installation to allow minimum storage time at job-site.
- C. Store materials under cover and protect from weather and damage in compliance with manufacturer's requirements.
- D. Comply with recommended procedures, precautions or remedies described in material safety data sheets as applicable.
- E. Do not use damaged or expired materials.

1.09 PROJECT CONDITIONS

- A. Do not use materials that contain flammable solvents.
- B. Schedule installation of firestopping after completion of penetrating item installation but prior to covering or concealing of openings.

- C. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.
- D. Weather conditions: Do not proceed with installation of firestop materials when temperatures exceed the manufacturer's recommended limitations for installation printed on product label and product data sheet.
- E. During installation, provide masking and drop cloths to prevent firestopping materials from contaminating any adjacent surfaces.

PART 2 - PRODUCTS

2.01 FIRESTOPPING, GENERAL

- A. Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by the firestopping manufacturer based on testing and field experience.
- B. Provide components for each firestopping system that are needed to install fill material. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated system.
- C. Firestopping Materials are either "cast-in-place" (integral with concrete placement) or "post-installed." Provide cast-in-place firestop devices prior to concrete placement.
- D. Firestopping for all trades shall be undertaken by one firm and fall under one warranty.

2.02 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with through penetration firestop systems (XHEZ) listed in Volume II of the UL Fire Resistance Directory, provide products of the following manufacturers as identified below:
 - 1. Hilti, Inc., Tulsa, Oklahoma, (918) 252-6901
 - 2. Tremco Sealants & Coatings, Beachwood, Ohio, (216) 292-5000
 - 3. 3M Fire Protection Products, St. Paul, Minnesota, (612) 736-0203

Provide products from one of the three acceptable manufacturers; *no substitutions will be accepted.*

2.03 MATERIALS

- A. Use only firestop products that have been UL 1479, ASTM E-814, or UL 2079 tested for specific fire-rated construction conditions conforming to construction
 - CONARD HIGH SCHOOL
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assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance.

- B. Cast-in-place firestop devices for use with non-combustible and combustible plastic pipe (closed and open piping systems) penetrating concrete floors, the following products are acceptable:
 - 1. Hilti CP 680 Cast-In-Place Firestop Device
- C. For penetrations by non-combustible items including steel pipe, copper pipe, rigid steel conduit and electrical metallic tubing (EMT), the following materials are acceptable:
 - 1. Hilti FS 601 Elastomeric Firestop Sealant
 - 2. Hilti FS-ONE High Performance Intumescent Firestop Sealant
 - 3. 3M Fire Stop Sealant 2000
 - 4. 3M Fire Barrier CP25 WB
 - 5. Tremco Tremstop Fyre-Sil Sealant
- D. For fire-rated construction joints and other gaps, the following materials are acceptable:
 - 1. Hilti FS 601 Elastomeric Firestop Sealant
 - 2. Hilti CP 601s Elastomeric Firestop Sealant
 - 3. Hilti CP 606 Flexible Firestop Sealant
 - 4. Hilti CP 672 Firestop Joint Spray
 - 5. 3M Firestop Sealant 2000
 - 6. Tremco Tremstop Fyre-Sil Sealant
- E. For penetrations by combustible items (penetrants consumed by high heat and flame) including insulated metal pipe, PVC jacketed, flexible cable or cable bundles and plastic pipe (closed piping systems), the following materials are acceptable:
 - 1. Hilti FS-ONE High Performance Intumescent Firestop Sealant
 - 2. Hilti CP 618 Firestop Putty
 - 3. Hilti CP 642 Firestop Jacket
 - 4. Hilti CP 643 Firestop Jacket
 - 5. 3M Fire Barrier CP25 WB
 - 6. 3M Fire Barrier FS-195 Wrap/Strip
 - 7. Tremco Tremstop WBM Intumescent Firestop Sealant
- F. For penetrations by combustible plastic pipe (open piping systems), the following materials are acceptable:
 - 1. Hilti CP 642 Firestop Jacket
 - 2. Hilti CP 643 Firestop Jacket
 - 3. Hilti FS-ONE High Performance Intumescent Firestop Sealant
 - 4. 3M Fire Barrier PPD Plastic Pipe Device

- G. For large size/complex penetrations made to accommodate cable trays, multiple steel and copper pipes, electrical busways in raceways, the following materials are acceptable:
1. Hilti FS 635 Trowelable Firestop Compound
 2. Hilti FIRE BLOCK
 3. 3M Firestop Foam 2001
 4. 3M Fire Barrier CS-195 Composite Sheet
- H. For openings between structurally separate sections of walls and floors, top-of-walls, the following materials are acceptable:
1. Hilti FS 601 Elastomeric Firestop Sealant
 2. Hilti CP 601s Elastomeric Firestop Sealant
 3. Hilti CP 606 Flexible Firestop Sealant
 4. Hilti FS-ONE High Performance Intumescent Firestop Sealant
 5. 3M Fire Barrier CP 25 WB
- I. Provide a firestop system with an "F" Rating as determined by UL 1479 or ASTM E814 which is equal to the time rating of construction being penetrated.
- J. Provide a firestop system with an Assembly Rating as determined by UL 2079 which is equal to the time rating of construction being penetrated.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
1. Verify penetrations are properly sized and in suitable condition for application of materials.
 2. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, rust, laitance, release agents, water repellents, and any other substances that may affect proper adhesion.
 3. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.
 4. Comply with manufacturer's recommendations for temperature and humidity conditions before, during and after installation of firestopping.
 5. Do not proceed until unsatisfactory conditions have been corrected.

3.02 COORDINATION

- A. Coordinate location and proper selection of cast-in-place Firestop Devices with trade responsible for the work.

- B. Responsible trade to provide adequate spacing of field run pipes to allow for installation of cast-in-place firestop devices without interferences.

3.03 INSTALLATION

- A. Regulatory Requirements: Install firestop materials in accordance with published "Through-Penetration Firestop Systems" in UL's Fire Resistance Directory.
- B. Manufacturer's Instructions: Comply with manufacturer's instructions for installation of through-penetration materials.
 - 1. Seal all holes or voids made by penetrations to ensure an air and water resistant seal.
 - 2. Consult with mechanical engineer, project manager prior to installation of UL firestop systems that might hamper the performance of fire dampers as it pertains to duct work.
 - 3. Protect materials from damage on surfaces subjected to traffic.

3.04 FIELD QUALITY CONTROL

- A. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.
- B. Keep areas of work accessible until inspection by applicable code authorities.
- C. Perform under this section patching and repairing of firestopping caused by cutting or penetrating of existing firestop systems already installed by other trades.

3.05 ADJUSTING AND CLEANING

- A. Remove equipment, materials and debris, leaving area in undamaged, clean condition.
- B. Clean all surfaces adjacent to sealed holes and joints to be free of excess firestop materials and soiling as work progresses.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. Preparing sealant substrate surfaces.
- B. Sealant and backing.

1.02 RELATED SECTIONS

- A. Section 06 10 00 – Carpentry
- B. Section 09 64 00 – Wood Athletic Flooring

1.03 SUBMITTALS

- A. Submit samples and product data under provisions of General Conditions and Section 01 33 00.
- B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.
- C. Submit two samples illustrating colors selected.
- D. Submit manufacturer's installation instructions under provisions of General Conditions and Section 01 33 00.
- E. Submit manufacturer's certificate that products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years documented experience.
- B. Applicator: Company specializing in applying the work of this Section with minimum three years documented experience.
- C. Conform to Sealant Waterproofing and Restoration Institute requirements for materials and installation.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not install solvent curing sealants in enclosed building spaces.

DIVISION 7
SECTION 07 90 00
JOINT PROTECTION

- B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.06 SEQUENCING AND SCHEDULING

- A. Coordinate work under provisions of Section General Conditions and Section 01 30 00.
- B. Coordinate the work of this Section with all Sections referencing this Section.

1.07 WARRANTY

- A. Provide a five (5) year warranty on materials and workmanship.

PART 2 - PRODUCTS

2.01 SEALANT MANUFACTURERS

- A. Tremco
- B. Pecora
- C. Dap
- D. Dow
- E. General Electric

2.02 SEALANTS

- A. Sealant for interior use between joints and unlike materials: Silicone, conform to TT-S-002306, ASTM C920, FS TT-S-01543, Type II, Class A, low modular type.
- B. Sealant at fire rated walls, around pipe, conduit, and other wall penetrations: Dow Corning Fire Stop sealant, floor/wall penetration seal design System 129, UL classified.
- C. Sealant for exterior uses and penetrations in exterior walls. One part urethane type II conforming to the requirements of FS TT-S-2300, Tremco Dymonic, or Pecora Dynatrol 1.

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Expanded or extruded closed-cell polyethylene for joint open in back and joints requiring filler to create proper depth and polyethylene bond breaker tape for joints closed in back.

- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and joint openings are ready to receive work and field measurements are as shown on Drawings and recommended by the manufacturer.
- B. Beginning of installation means installer accepts existing surfaces.

3.02 PREPARATION

- A. Clean joints in accordance with manufacturer's instructions.
- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation.
- E. Protect elements surrounding the work of this Section from damage or disfiguration.

3.03 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints concave.

3.04 CLEANING AND REPAIRING

- A. Clean work under provisions of General Conditions and Supplemental General Conditions.
- B. Clean adjacent soiled surfaces.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.05 PROTECTION OF FINISHED WORK

- A. Protect finished installation under provisions of General Conditions and Supplemental General conditions.
- B. Protect sealants until cured.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. New strip wood flooring for gymnasium and line painting.
- B. Add-Alternate #1: Premium Guarantee**
- C. Add-Alternate #2: Versasheild 95RH.**

1.02 RELATED WORK

- A. Section 01 73 00- Selective Demolition
- B. Section 01 73 29- Cutting & Patching
- C. Section 09 65 00- Self Leveling Underlayment
- D. Section 11 66 00: Athletic Equipment (Volleyball Inserts)

1.03 REFERENCES

- A. MFMA – Maple Flooring Manufactures Associations

1.04 SUBMITTALS

- A. Submit samples and product data under provisions of General Conditions and Section 01 33 00.
- B. Provide product data on specified products, describing physical and performance characteristics, sizes, patterns and colors available (system specification sheets).
- C. Submit two samples of flooring and its components, illustrating color and pattern. Samples to be made by the manufacturer and so indicated.
- D. Submit manufacturer's installation instruction under provisions of General Conditions and Section 01 33 00. (3) copies of MFMA Recommendations for correct preparation, finishing and testing of concrete subfloor surfaces to receive wood flooring.
- E. Submit to Architect moisture test results prior to installation.
- F. Submit to Architect plan of shot slab elevations to a 5'-0" grid prior to proceeding with installation to ensure the slab is within acceptable tolerances.
- G. Shop drawings showing layout of gym floor and painted lines, lettering and artwork, and equipment inserts location. Owner may adjust any of these.

1.05 OPERATION AND MAINTENANCE DATA

DIVISION 9
SECTION 09 64 66
WOOD ATHLETIC FLOORING

- A. Submit cleaning and maintenance data under provisions of General Conditions and Section 01 33 00.
- B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.06 WORKING CONDITIONS

- A. The wood flooring specified herein shall not be installed until all masonry, painting, plaster, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in the wood floor areas. The building shall be enclosed and weather tight.
- B. The concrete sub floors shall be determined dry by industry standard testing procedures, free of foreign materials, and turned over to the installer (Flooring Contractor) broom clean. Moderate room temperature of 13 to 27 degrees Celsius and relative humidity of 35-50% shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate the humidity conditions, which will prevail when the building is occupied.
- C. Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a temperature range compatible with the expected low and high moisture content of the flooring. The moisture content range is determined by the flooring contractor based on the facility's mechanical controls and/or geographical location.
- D. Flooring must be stored in a dry, well-ventilated area, not in contact with the masonry, to acclimate to building conditions and shall be installed at a moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied. Materials shall not be stored at the installation location if the moisture content of the concrete slab exceeds 4% or vapor transmission exceeds 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters).
- E. Document that building conditions are within and maintainable at specified ranges in order to qualify for Egis Floorlife program, should the Owner accept Egis Add Alternate.
- F. After floors are finished, area to be kept locked by general contractor to allow curing time for finish. If after required curing time General Contractor or Owner requires use of gym, he shall protect the floor by covering with non-marring kraft paper or red rosin paper with taped joints until acceptance by owner of complete gymnasium floor.
- G. Working conditions as described above shall be followed. Variations and substitutions shall be submitted for approval to the architect who shall advise Owner of the same. General Contractor is responsible for slab recess dimensions and constant dimensions at slab infills.

1.07 WARRANTY

- A. The manufacturer shall warranty the wood flooring material be free of defects for ten years. The installer shall warranty the insulation be free of defects for a period of one year. The warranty shall include replacement or repair of any defect at no cost to the owner. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. ROBBINS Inc. – Bio-Channel Classic

2.02 MATERIALS- WOOD FLOORING (based on Robbins Bio-Channel Classic floor system)

- A. Vapor barrier shall be 6-mil polyethylene over entire floor base bid. **Add Alternate #2** if requested by owner shall substitute 6mil poly for Versashild 95RH as manufactured by Halex Corporation.
- B. Subfloor Materials
1. Robbins Bio-Channels wooden sleeper with 7/16" EPDM Bio-Pads, factory encased in steel channel. Sleeper must be free to move vertically with in steel channel.
 2. 23/32" structural rated sheathing, exposure 1 (CD-X).
- C. Maple Flooring 25/32" (20mm) thick x 2-1/4" (57mm) width, 2nd&Better grade, Unfinished TGEM, KD Northern Hard Maple, Continuous Strip® XL Flooring as manufactured by Robbins and graded in accordance with MFMA-FJ rules. Flooring will have XL_{plus}™ technology to reduce or eliminate routine spacing for expansion.
- D. Fasteners
1. Flooring – 1 3/4" (32mm) barbed cleats or staples.
 2. Subfloor – 1 5/8" to 1 3/4" subflooring nails or staples.
 3. Channel anchors – 1 1/4" Powers SPIKE® anchors or tapcons.
- E. BonaKemi DTS Water Based Sealer and BonaKemi Super Sport two component Water Based Gymnasium Floor Finish.
- F. Finish Floor Coatings and Line Paint (provide one quart of paint for each color selected for extra stock)

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SECTION 09 64 66
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1. BonaKemi Courtlines compatible with finish system specified. All finish material to be acceptable to Egis Floorlife program if Add Alternate is chosen by the Owner.
 2. Gameline paint shall be compatible with seal and finish.
- G. Perimeter base shall be Robins 3" x 4" ventilating type, black.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect concrete slab for proper tolerance and dryness, and report any discrepancies to General Contractor and Architect in writing. Slab will be level to within 1/8" (3mm) in a 10' (3m) span. GC to patch and adjust with self-leveling underlayment to bring within parameters. Moisture content of the concrete slab shall not exceed 4% or vapor transmission shall not exceed 4.5 pounds per 1,000 square feet (2.2kg per 100 square meters). See also 1.04 Submittals E, F.
- B. All work required to put the concrete subfloors in acceptable condition shall be the responsibility of the General Contractor.
- C. Subfloor shall be broom cleaned by the General Contractor
 1. Flooring contractor is to power scrape the substrate after asbestos removal has been completed. Asbestos removal will include removal of the existing wood flooring, top layer of adhesive which contains asbestos as well as the cork underlayment. It is possible that a residual amount of the bottom portion of the cork underlayment will remain. It will be the flooring contractors responsibility to power scrape the floor to remove any remaining cork underlayment residue as well as any loose and delaminated tar paper and asphalt adhesive to provide a substrate which meets the flooring manufacturer's requirements.
 2. Patch vapor barrier damaged by demolition work to provide continuous protection of the slab.
- D. Installer shall document all working conditions provided in General Specifications prior to commencement of installation.

3.02 INSTALLATION

- A. Vapor barrier: Install polyethylene with joints lapped a minimum of 6" (150mm) and turned up 4" (100mm) at the walls.
- B. Subfloor
 1. Following manufacturer's guidelines, place Bio-Channel 16-1/16" ON CENTER end-to-end staggering end joints in adjacent rows, perpendicular to the intended direction of the maple flooring. Gap ends of the sleepers approximately 1/4". Provide 1 1/2" to 2" (40 to 50mm) expansion void at

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the perimeter and all vertical obstructions. Anchor Bio-Channels at predetermined locations. Shim to level.

2. Install solid blocking at doorways, under bleachers in the stacked position, and below portable goals.
3. Install Bleacher Blocking per manufacturer's recommendations.
4. Install 23/32" plywood subfloor parallel to sleeper channels and securely fasten subfloor 6" ON CENTER along each channel sleeper.

C. Maple Flooring

1. Install flooring parallel with the long dimension of the room. Machine nail maple finish flooring 10" to 12" (150mm to 200mm) O.C. with ends properly driven up and proper spacing provided for humidity conditions in specific regions. Consult your local Robbins "certified" contractor. Provide 2" (50mm) expansion voids at perimeter and at all vertical obstructions. Expansion voids will be evenly distributed with each row of flooring, with each space not exceeding 1/64" (0.4mm)

3.03 FINISHING

A. Sanding

1. Sand per manufacturer's recommendations. Machine sand with course, medium, and fine paper to a smooth, even and uniform surface.
2. After sanding, buff entire floor using 100 grit screen or equal sandpaper, with a heavy-duty buffing machine.
3. Inspect entire area of floor to insure the floor presents a smooth surface without drum stop marks, gouges, streaks or shiners.
4. Vacuum and/or tack floor before first coat of seal.
5. Inspect entire area of floor to insure that surface is acceptable for finishing, clean and completely free from sanding dust.

B. Finishing

1. Apply two (2) coats of Bona Kemi DTS water Based Sealer according to manufacturer's written application instructions. Buff and vacuum and or/tack between each coat after it dries according to manufacturer.
2. Game Lines: Apply game lines accurately after the buffing and vacuuming the coated surfaces. Layout in accordance with drawings. See 1.04 Submittals. For games, use current rules of association having jurisdiction, final approval by Owner. Lines shall be straight with sharp edges in colors selected by Architect and Owner.
3. Apply lettering and artwork in accordance with approved shop drawings.
4. Apply two coats of BonaKemi Super Sport Water Based Gymnasium Floor finish according to manufacturers written application instructions.

3.04 WALL BASE INSTALLATION

- A. Install Robbins vent cove base anchored to walls with base cement or screws and anchors. Use pre-molded outside corners and neatly mitered inside corners.

3.05 CLEANING

- A. Remove all excess material and debris from floor, base, and wall surfaces without damage.
- B. Clean up all unused materials and debris and remove it from the premises.
- C. Clean and polish wood surfaces.

3.06 PROTECTION

- A. Prohibit traffic from wood floor area for 48 hours after installation.
- B. Cover all flooring with non-staining paper or barricade, against unnecessary foot traffic. Maintain protection until building is occupied by Owner.

PART 4 - ADD ALTERNATE # 1: Wood Athletic Flooring Premium Guarantee

A - GENERAL

4.01 DESCRIPTION

- A. Agreement provides for a 40-year floor performance guarantee for the flooring system and all finish-related activities and products.
- B. New or complete renovation construction of a Robbins specified maple hardwood flooring system using BonaKemi finish, paint, and cleaning products, installed by a Robbins/BonaKemi Certified Installer who is an Egis Authorized Dealer.

4.02 QUALITY ASSURANCE

- A. Program Provider
 - 1. Program provider will demonstrate sufficient financial resources to provide program deliverables.
- B. Manufacturer Qualifications
 - 1. Floor system manufacturer will be Robbins, Inc.
 - 2. Floor finish system manufacturer will be BonaKemi, Inc.
 - 3. Floor maintenance system manufacturer will be BonaKemi, Inc.
- C. Service Provider Qualifications
 - 1. Service Provider will be an Authorized Dealer of Egis FloorLife LLC.
 - 2. Service Provider will be certified by Egis FloorLife LLC.

4.03 SUBMITTALS

- A. Manufacturer's Product Data
 - 1. Submit Robbins flooring system specification sheet
 - 2. Submit BonaKemi finish specification sheet
 - 3. Submit BonaKemi seal specification sheet
 - 4. Submit BonaKemi game line paint specification sheet
 - 5. Submit BonaKemi maintenance product specification sheet
- B. Maintenance Literature
 - 1. Submit copy of Egis FloorLife Maintenance Instructions.

- C. Certification
 - 1. Flooring contractor certification by Egis FloorLife LLC in facility floor inspection.
 - 2. Flooring contractor certification by Egis FloorLife LLC in flooring system installation.
 - 3. Flooring contractor certification by Egis FloorLife LLC in flooring finishing.
 - 4. Flooring contractor certification by Egis FloorLife LLC in flooring maintenance and training.
 - 5. Flooring contractor certification by Egis FloorLife LLC in flooring recoating.
 - 6. Flooring contractor certification by Egis FloorLife LLC in flooring sanding and refinishing.

4.05 DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials
 - 1. Annual supply of floor cleaning products will be delivered to the facility.
 - 2. Materials will be stores in accordance with printed storage instructions.

4.06 FACILITY OWNER RESPONSIBILITIES

- A. Maintain floor according to Egis maintenance instructions.
- B. Maintain temperature and relative humidity as prescribed by the flooring system instructions.
- C. Protect the floor by covering with Egis-supplied floor covering.
- D. Protect floor from high point loads per the instruction in Robbins Inc. technical Statement, *Weight and Loads on Maple Sports Floors*.

4.07 GUARANTEE

- A. The Egis FloorLife Performance Program extends the manufacturer and installer warranties for each year the owner engages in the Program.
- B. The Egis FloorLife Performance Program guarantees the floor will maintain the bio-mechanical performance as when the floor was installed.
- C. The Egis FloorLife Performance Program guarantees the floor will maintain proper appearance and frictional properties.

B – PROGRAM

4.08 MATERIALS

- A. Maintenance Products – BonaKemi Pacific Sport Cleaner
- B. Finish Materials –
 - 1. Bona PREP™ for recoating.
 - 2. Finish – BonaKemi Super Sport water based urethane finish
 - 3. Seals – BonaKemi DTS water based floor seal
 - 4. Game line paints – BonaKemi Courtlines paints
- C. Specified Robbins Inc. sport flooring system.

4.09 SERVICES

- A. Pre-installation conference

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1. Coordinate with associated trades for proper conditions prior to floor installation
- B. Job-site inspection and record keeping
 1. Ensure proper conditions are met and maintained throughout the installation project.
 2. Provide detailed record of conditions throughout the installation process.
- C. Record of installation
 1. Record of all contractor contacts associated with the floor installed.
 2. Record of all the equipment associated with the floor installed.
 3. Record of materials and processes for the floor installed.
- D. Post-installation consultation
 1. Review flooring installation and conditions.
 2. Review proper care of the floor:
 - a. Climate conditions
 - b. Loading conditions
 - c. Contact information
 3. Schedule dates for inspections and recoating of the floor.
- E. Maintenance training
 1. Provide complete training to facility staff on use of the cleaning materials supplied.
- F. Periodic inspections
 1. The Egis authorized dealer will visit facility three times during the year of the agreement.
 2. The Egis authorized dealer will inspect To ensure proper maintenance is being performed,
 - a. Materials
 - b. Processes
 3. The Egis authorized dealer will inspect for other conditions that may adversely affect the sports floor.
 4. The Egis authorized dealer will provide the facility owner with a record of the inspection.
- G. Annual recoating
 1. Recoat the floor on the date previously scheduled by the facility owner (renewals 1-9) per the prescribed methods of BonaKemi Inc.
 2. Sand and Refinish the floor on the date previously scheduled by the facility owner (Renewal 10) per the prescribed methods of BonaKemi Inc for a price nominally the same as in years the floor is recoated.
- H. Repairs
 1. Provide materials and labor for one-hour of repair, inclusive to the price of the agreement.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. Self-leveling floor underlayment topping for new and existing concrete floors to fill voids and level concrete floor prior to receiving specified flooring material.

1.02 RELATED WORK

- A. Section 09 64 66: Wood Athletic Flooring

1.03 QUALITY ASSURANCE

- A. Installer's Qualifications: Installation of underlayment shall be by an applicator authorized by the manufacturer using approved mixing and pumping equipment.

1.04 DELIVERY, STORAGE AND HANDLING

- A. General Requirements: Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall be removed from the premises.

1.05 SITE CONDITIONS

- A. Environmental Requirements: Before, during and after installation of underlayment, building interior shall be maintained at a temperature above 40 degrees F (4.4 degrees C) and below 100 degrees F (37.7 degrees C).

1.05 SUBMITTALS

- A. Submit samples and product data under provisions of General Conditions and Section 01 33 00.
- B. Provide product data on specified products, describing physical and performance characteristics, sizes, patterns and colors available.
- C. Submit manufacturer's installation instruction under provisions of General Conditions and Section 01 60 00.

PART 2 PRODUCTS

2.01 Manufacturer: Self-Leveling Poured Floor Underlayment

- A. Level-Right Plus Cementitious self-leveling floor underlayment as manufactured by Maxxon Corporation.
- B. 86 LatiLevel self-leveling floor underlayment as manufactured by Laticrete.

2.02 Accessories

- A. Mix Water: Potable, free from impurities.
- B. Concrete Primer: Manufacturer Approved Primer
- C. Sealer: Manufacturer Approved Sealer

2.03 MIX DESIGNS

- A. General Requirements: mix proportions and methods shall be in strict accordance with product manufacturer recommendations.

PART 3 EXECUTION

3.01 PREPARATION

- A. Condition and Cleaning of Concrete: concrete sealed with curing compounds, or slick or smooth substrate surfaces must be shotblast or scarified. Contractor shall clean concrete to remove mud, oil, grease, and other contaminating factors before application of underlayment.
- B. Leak Prevention: Fill cracks and voids with a quick setting patching or caulking material where leakage of underlayment could occur.
- C. Priming Concrete: Prime concrete using the Manufacturer Approved Primer. Priming instructions vary according to the porosity of the concrete, multiple coats may be necessary.
- D. Expansion Joints: Allow joints to continue through the underlayment at the same width.

3.02 APPLICATION OF SELF-LEVELING FLOORING

- A. Application: Place underlayment 0 - 1 1/2" (0 - 38 mm). Deeper applications can be done in multiple lifts. Spread and float underlayment to a smooth surface. Place underlayment as continuously as possible until application is complete so that no underlayment slurry is placed against underlayment that has obtained its initial set.

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SELF LEVELING UNDERLAYMENT

- B. Drying: Contractor shall provide continuous ventilation and adequate heat until underlayment is dry. Contractor shall provide mechanical ventilation if necessary.

3.03 PREPARATION FOR INSTALLATION OF GLUE DOWN FLOOR GOODS

- A. See underlayment manufacturer's guideline for installing finished flooring.

3.04 PROTECTION

- A. Protection From Heavy Loads: During construction, place temporary wood planking over Level-Right Plus wherever it will be subject to heavy wheeled or concentrated loads.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. Prefinished polyester glass reinforced plastic sheets and adhered to existing wall material with PVC trims.

1.02 RELATED SECTIONS

- A. Section 06 10 00 - Carpentry.

1.03 REFERENCES

- A. American Society for Testing and Materials: Standard Specifications (ASTM)
 1. ASTM D 256 - Izod Impact Strengths (ft #/in)
 2. ASTM D 570 - Water Absorption (%)
 3. ASTM D 638 - Tensile Strengths (psi) & Tensile Modulus (psi)
 4. ASTM D 790 - Flexural Strengths (psi) & Flexural Modulus (psi)
 5. ASTM D 2583- Barcol Hardness
 6. ASTM D 5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels.
 7. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.04 SUBMITTALS

- A. Product Data: Submit sufficient manufacturer's data to indicate compliance with these specifications, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
- B. Samples for Verification: Submit appropriate section of panel for each finish selected indicating the color, texture, and pattern required.
 1. Submit complete with specified applied finish.
 2. For selected patterns show complete pattern repeat.
 3. Exposed Molding and Trim: Provide samples of each type, finish, and color.
- C. Manufacturers Material Safety Data Sheets (MSDS) for adhesives and sealants prior to their delivery to the site.

1.05 QUALITY ASSURANCE

- A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
 - 1. ASTM E 84 (Method of test for surface burning characteristics of building Materials)
 - 2. Wall Required Rating – Class A.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials factory packaged on strong pallets.
- B. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (70°) for 48 hours prior to installation.

1.07 PROJECT CONDITIONS

- A. Environmental Limitations: Building are to be fully enclosed prior to installation with sufficient heat (70°) and ventilation consistent with good working conditions for finish work
- B. During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. Marlite
- B. Glasteel
- C. Sequentia

2.02 PANELS

- A. Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.
 - 1. Coating: Multi layer print, primer and finish coats.
 - 2. Dimensions:
 - a. Thickness – 0.090 inch nominal
 - b. Width - 4'-0" nominal
 - c. Length – 8'-0"

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SECTION 09 77 20
FIBERGLASS REINFORCED
WALL PANELS

3. Tolerance:
 - a. Length and Width: +/-1/8 inch (3.175mm)
 - b. Square - Not to exceed 1/8 inch for 8 foot panels.
- B. Properties: Resistant to rot, corrosion, staining, denting, peeling, and splintering.
 1. Flexural Strength - 1.0×10^4 psi per ASTM D 790.
 2. Flexural Modulus - 3.1×10^5 psi per ASTM D 790.
 3. Tensile Strength - 7.0×10^3 psi per ASTM D 638.
 4. Tensile Modulus - 1.6×10^5 psi per ASTM D 638.
 5. Water Absorption - 0.72% per ASTM D 570.
 6. Barcol Hardness (scratch resistance) of 35 55 as per ASTM D 2583.
 7. Izod Impact Strength of 72 ft. lbs./in ASTM D 256
- C. Back Surface: Smooth. Imperfections which do not affect functional properties are not cause for rejection.
- D. Front Finish: Pebbled.
- E. Color: Color to be selected from manufacturer's full line of colors.
- F. Fire Rating Class A.
 - a. Size: 4'x8'.

2.03 MOLDINGS

- A. PVC: Extruded PVC Trim Profiles for .090 inch thick panels.
 1. M 350 Inside Corner
 2. M 360 Outside Corner
 3. M 365 Division
 4. M 370 Edge
 5. Color: match panel

2.03 ACCESSORIES

- A. Fasteners: Non-staining nylon drive rivets.
 1. Match panel colors.
 2. Length to suit project conditions.
- B. Adhesive: as recommended by manufacturer.
- C. Sealant: as recommended by manufacturer.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails

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WALL PANELS

countersunk, joints and cracks filled flush and smooth with the adjoining surface. Verify that stud spacing does not exceed 24 inch on-center.

- B. Repair defects prior to installation. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

3.02 INSTALLATION

- A. Comply with manufacturer's recommended procedures and installation sequence.
- B. Cut sheets to meet supports allowing 1/8" inch clearance for every 8 foot of panel.
 - 1. Cut and drill with carbide tipped saw blades or drill bits, or cut with shears.
 - 1. Pre-drill fastener holes 1/8 inch oversize with high speed drill bit.
 - a. Space at 8 inches maximum on center at perimeter, approximately 1 inch from panel edge.
 - b. Space at in field in rows 16 inches on center, with fasteners spaced at 12 inches maximum on center.
- C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.
 - 1. Install panels with manufacturer's recommended gap for panel field and corner joints.
 - a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.
 - b. Drive fasteners for snug fit. Do not over-tighten.
- D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.
 - 1. All moldings must provide for a minimum 1/8 inch of panel expansion at joints and edges, to insure proper installation.
 - 2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

3.03 CLEANING

- A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.
- B. Refer to manufacturer's specific cleaning recommendations Do not use abrasive cleaners.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. Surface preparation.
- B. Painting.
- C. Surface finish schedule.

1.02 RELATED WORK

- A. Section 01 73 29: Cutting and Patching
- B. Section 05 50 00: Metal Fabrications
- C. Section 06 10 00: Carpentry

1.03 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.

1.04 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.05 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years experience.
- B. Applicator: Company specializing in commercial painting and finishing with five years documented experience.

1.06 REGULATORY REQUIREMENTS

- A. Conform to code for flame/fuel/smoke rating requirements for finishes.

1.07 SUBMITTALS

- A. Submit according to provisions of General Conditions and Section 01 30 00.

- B. Submit product data.
- C. Provide product data on all finishing products.
- D. Submit manufacturer's application instructions.
- E. Submit color charts for color selection.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of General Conditions and Section 01 30 00.
- B. Store and protect products under provisions of General Conditions and Section 01 60 00.
- C. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- D. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45 degrees Fahrenheit and a maximum of 90 degrees Fahrenheit, in well ventilated area, unless required otherwise by manufacturer's instructions.
- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperature above 45 degrees Fahrenheit for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees Fahrenheit for interiors; 50 degrees Fahrenheit for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees Fahrenheit for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80-ft candles measured mid-height at substrate surface.
- F. Protection:

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SECTION 09 90 00
PAINTING AND COATING

1. Cover or otherwise protect finish work of other trades and surfaces not being painted concurrently or not to be painted.

1.10 EXTRA STOCK

- A. Provide a one gallon container of each color of each type finish paint to Contracting Officer. Do not provide extra stock of primers.
- B. Label each container with color and room locations, in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. Except as otherwise specified, materials shall be the products of the following manufacturer:
 1. Benjamin Moore Co.
 2. Sherwin Williams
 3. ICI Dulux
- B. Materials selected for coating systems for each type surface shall be the products of a single manufacturer.

2.02 MATERIALS

- A. Products specified are as manufactured by Benjamin Moore, unless otherwise indicated.
- B. Coating: Ready mixed, except field-catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- C. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks and sags.
- D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.03 FINISHES

- A. Refer to end of Section for surface finish schedule.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Beginning of installation means acceptance of substrate.

3.02 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- F. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
- H. Metal Doors Scheduled for Painting: Seal top and bottom edges with primer.
- I. Set and fill all nail holes. Sand to achieve a smooth surface.

3.03 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.

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PAINTING AND COATING

- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.
- G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

3.06 CLEANING

- A. As work proceeds, promptly remove paint where spilled-splashed or spattered.
- B. During progress of work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, clothes, and material, which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.07 PAINT SCHEDULE (Benjamin Moore Paint)

- A. **Interior Ferrous Metal:** Including all exposed new and existing metal surfaces, conduits, anchors and fasteners, metal handrails and guardrails. Where rust has formed apply one coat of Benjamin Moore M82 Rust Converter prior to the primer application.

Primer: (1-coat) Benjamin Moore M06 Alkyd Metal Primer
Finish: (2-coats) Benjamin Moore 133 Impervo Alkyd High Gloss Enamel.

- B. **Interior Galvanized Metal:**

Primer: (1-coat) Benjamin Moore M04 Acrylic Metal Primer
Finish: (2-coats) Benjamin Moore 133 Impervo Alkyd High Gloss Enamel.

3.08 COLORS

- A. Architect will select colors from manufacturer's full range.
B. Up to eight new colors for finished surfaces will be selected.

END OF SECTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.01 WORK INCLUDED

- A. The Work required under this Section consists of providing Volleyball floor plate/sleeves, wall pads, and their accessories and necessary mounting and installation hardware from one manufacturer per system.
- B. Adjusting height of existing basketball goals after installation of new gymnasium flooring.

1.02 RELATED SECTIONS

- A. Section 01 73 29: Cutting and Patching.
- B. Section 09 64 66: Wood Athletic Flooring.
- C. Section 05 50 00: Metal Fabrications.

1.03 SUBMITTALS

- A. Submit in accordance with Division 1 requirements.
- B. Shop drawings shall indicate the model number, type of material, gauges or thickness of metal, finishes and details of construction, and attachment. Provide layout of gymnasium showing location dimensions for each piece of equipment. Provide NFPA certificate on flame and smoke spread for gymnasium curtains.
- C. Submit warranties as specified herein.

1.04 PROJECT CONDITIONS

- A. Loose items of equipment shall be turned over to the Owner after unpacking or uncrating, and checking for proper type, material, size, and fit of each accessory. Obtain receipt from Owner for items turned over. No claim may be made for items turned over to the Owner without obtaining a receipt.
- B. Verify in field dimensions of existing structure and openings to determine size of curtains.

1.05 COORDINATION

- A. Coordinate with athletic flooring installation and court painting for volleyball inserts location.

1.06 WARRANTY

- A. Provide manufacturer's standard warranty on all sports and physical education equipment from the date of substantial completion as stated in this specification.

PART 2 - PRODUCTS

2.01 VOLLEYBALL EQUIPMENT BY SENOH CORPORATION

- A. Model No. KA25 volleyball/Tennis Floor plate & sleeve (6)
1. Bronze cover plate assembly shall be 7 ¼" O.D. The cover plate assembly includes a removable access cover, which is attached to the mounting ring by a chain to prevent misplacement. Heavy bronze cover plate and cam lock help eliminate dead spots in the gymnasium playing surface.
 2. Sleeve shall be 3 ½" I.D. aluminum extending 10" into the concrete footing. Aluminum sleeve eliminates the possibility of rust inside the sleeve. Sleeves made of steel shall not be considered as equal. The cover plate assembly is made of solid bronze and the unit is provided as an assembled unit with a 1" gap between the sleeve and cover plate assembly to allow for any "floating" of the playing surface. **GC to verify new sleeves fit existing equipment before ordering.**

2.03 WAINSCOT WALL PADS BY RESILITE

- A. Wall pads shall be Resilite WCC2102 GUARDIAN pads, 2'x6'x2" with 1" attachment lip at top and bottom for securing to wall.
- B. Pads to cover the full length of the East and West walls at Gymnasium Main court.
- C. Pads to extend the entire wall between doors and wrap corners 4." Install on existing framing.
- D. All cut-outs to be made on site for proper fit. Provide cut-outs for existing electrical switches, outlets, fire alarm pull stations and any other equipment present (VIF).
- E. Fire-retardant reinforced 14oz per square yard vinyl fabric cover manufactured by Bruin Plastics Company, Inc. that is Registered Flame Retardant by the California State Fire Marshall and engineered to comply with NFPA 701.
- F. Comply with Class B rating requirement for finishes.

2.04 BASKETBALL GOAL HEIGHT ADJUSTMENT

- A. After installation of new gymnasium floor all 8 existing Basketball Back Stops shall be adjusted to proper height above new gymnasium floor.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Make such arrangements as are necessary to provide scaffolding to perform Work under this Section. Damage to floors, walls, equipment, and the like shall be corrected at the expense of the Contractor under this Section.
- B. Coordinate electrical rough-in requirements and locations with the electrician.

3.02 INSTALLATION

- A. Install equipment in accordance with the manufacturer's printed instructions, drawings, and specifications, and approved shop drawings.
- B. Deliver and install at location indicated on plans or as described in this section.
- C. Electrical Contractor shall furnish and install electrical raceways, boxes, wiring, safety disconnect switch, and make final connections.
- D. Adjust mat storage units to correct height, level and alignment.
- E. Loose equipment shall be removed from packaging or crating, cleaned, and tested for proper operation before turning over to Owner. Removable items shall be set in the various required positions to be checked for proper fit for floor inserts.

3.03 DEMONSTRATION

- A. Manufacturer shall provide written and verbal instruction demonstrating the proper use and operation of equipment to the Owner.

END OF SECTION