

CONTRACT BIDDING DOCUMENTS

FOR

**New Bleachers at McKee Stadium
Conard High School**

BID# 6515F



INFORMATION

Conard High School
110 Beechwood Road
West Hartford, CT 06107

ARCHITECT

OakPark Architects LLC
C. Peter Chow, AIA
312 Park Road
West Hartford, CT 06119

PROJECT MANAGER

Robert Palmer
Director of Plant and Facilities Services

**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.

TOWN OF WEST HARTFORD
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PROJECT NARRATIVE

The work consists of replacing the existing home bleachers and press box at the McKee Stadium at Conard High School to make them accessible with respect to the American Disabilities Act (ADA).

LIST OF DRAWINGS

<u>TITLE</u>	<u>SHEET NUMBER</u>
Cover	-
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INVITATION TO BID

Sealed bids marked "NEW BLEACHERS AT McKEE STADIUM-CONARD HIGH SCHOOL BID #6515F" will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until 2:00 PM on May 19, 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 4, 2016 at 12:30 PM at Conard High School, 110 Beechwood Road 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.

The Town of West Hartford has determined this project meets the criteria for participation in the State of Connecticut's Prequalification. The Contractor shall hold a current "**DAS Contractor Prequalification Certificate**" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100. Bidders shall submit with their bids, unless noted otherwise, a "**DAS Contractor Prequalification Certificate**" along with a current "**Update (bid) Statement**". Failure to submit these items with the bid will result in disqualification of the bidder per C.G.S. § 4a-100. If you have any questions regarding these requirements contact the State of CT, DAS, at telephone number 860-713-5280 or visit their web site at www.das.state.ct.us. In conjunction, contractor must complete and submit with their State Prequalification documents, the Town of West Hartford's Supplement, section 204-10 executed.

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

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

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 informality 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 MUST SUBMIT WITH THEIR BID A SELF ADDRESSED STAMPED ENVELOPE AND NOTE REQUESTING A COPY OF THE BID RESULTS. We will endeavor to forward the bid results within two weeks. BIDDERS CALLING THE PURCHASING OFFICE FOR BID RESULTS WILL BE REFERRED TO THE ABOVE PROCEDURE.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT



AIA[®]

Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

New Bleachers at McKee Stadium--Conard High School
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 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 14:45:16 on 04/12/2016 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.

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.

TOWN OF WEST HARTFORD
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

9.3: Add new paragraph 9.3 as follows:

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

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Bid of _____, BIDDER,
(Name of Bidder)

FOR NEW BLEACHERS AT McKEE STADIUM—CONARD HIGH SCHOOL
BID # 6515F 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 New Bleachers at McKee Stadium—Conard High School Bid # 6515F 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 the complete installation of Home Bleachers and Press Box for

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

2. Alternate No. 1: To furnish all labor, materials and equipment, and all else necessary and to perform all work described in the Contract Bid Documents for Bituminous Concrete Bleacher Pad, in lieu of peastone, under both Bleachers for an (increase / decrease) of the Base Bid

in the amount of _____
_____ Dollars (\$ _____)

3. Alternate No. 2: To furnish all labor, materials and equipment, and all else necessary and to perform all work described in the Contract Bid Documents for New Storm Drainage Structures and Piping under the Home Bleachers for an (increase / decrease) of the Base Bid

in the amount of _____
_____ Dollars (\$ _____)

Unit Prices:

The undersigned proposes and agrees that the following Unit Prices will be used to calculate the extra cost or credit to the project bid in the event the amount of work required is increased / decreased by request of the Owner.

If the requested change to the work is a reduction, the unit price will be decreased by ten percent (10%). Each unit price listed will include all necessary materials, equipment, labor, permits, fees, insurance, overhead and profit and all else necessary for the work involved.

Detailed requirements are included in Division 01, Section 01 22 00 Sitework Unit Prices.

Description:

- 1. Processed Aggregate, installed \$ _____ / C.Y.
- 2. Bituminous Concrete Pavement, including base \$ _____ / S.Y.
- 3. Concrete Pavement, including base \$ _____ / S.F.
- 4. Chain Link Fence, 6 ft. ht. incl. footings, installed \$ _____ / L.F.

TOWN OF WEST HARTFORD
BID FORMS

- 5. Area Drain Structure, 7 ft. depth, including backfill \$ _____ / EA.
- 6. 12" PVC Storm Pipe, including trench and backfill \$ _____ / L.F.
- 7. Fine Grad and Seed \$ _____ / S.F.

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion by August 12, 2016 and will provide the Project ready for Final Completion by August 19, 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)

TOWN OF WEST HARTFORD
BID FORMS

- E. Contract award will be by AIA Agreement Form A101. A copy of the AIA Form A101 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, officials, officers, 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 12, 2016 and final completion must be achieved by August 19, 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

TOWN OF WEST HARTFORD
BID FORMS

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 #

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to www.west-hartford.com/e-proc/ and select register. Only registered vendors can be awarded the contract.

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

TOWN OF WEST HARTFORD
CONTRACT LABOR RATES
SECTION 00303

3.0 LABOR REQUIREMENTS

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 Bleacher Replacement

**Minimum Rates and Classifications
for Building Construction**

ID# : B 21906

**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 Bleacher 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
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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, fireproofers/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: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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: Tuesday, March 29, 2016

Project: Conard High School Bleacher Replacement

5a) Millwrights 31.84 23.99

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

7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 49.00 29.985+a+b

-----LINE CONSTRUCTION-----

Groundman 24.99 6.25%+11.81

Linemen/Cable Splicer 45.43 6.25%+20.70

As of: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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 Bleacher 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
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	31.99	23.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	31.99	23.05 + a
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Group 12: Wellpoint operator.	31.93	23.05 + a
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Group 13: Compressor battery operator.	31.35	23.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	30.21	23.05 + a
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As of: Tuesday, March 29, 2016

Project: Conard High School Bleacher Replacement

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.80 23.05 + a

Group 16: Maintenance Engineer/Oiler. 29.15 23.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 33.46 23.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 31.04 23.05 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 31.52 19.35

As of: Tuesday, March 29, 2016

Project: Conard High School Bleacher Replacement

10b) Taping Only/Drywall Finishing	32.27	19.35
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10c) Paperhanger and Red Label	32.02	19.35
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10e) Blast and Spray	34.52	19.35
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.62	28.91
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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13) Roofer (composition)	34.12	18.58
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As of: Tuesday, March 29, 2016

Project: Conard High School Bleacher Replacement

14) Roofer (slate & tile)	34.62	18.58
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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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As of: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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: Tuesday, March 29, 2016

Project: Conard High School Bleacher Replacement

19) Theatrical Stage Journeyman

25.76

7.34



***As of:* Tuesday, March 29, 2016**

Project: Conard High School Bleacher 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: Tuesday, March 29, 2016

Project: Conard High School Bleacher 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.

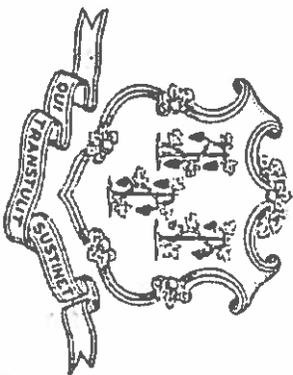
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

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: Tuesday, March 29, 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
(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)

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

New Bleachers at McKee Stadium - Conard High School
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.)

Start of Construction Date: June 16, 2016

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 12, 2016 and Final Completion of the work not later than August 19, 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 12, 2016 and Final Completion of the work not later than August 19, 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)
------	-----------------------	-------------------------

Unit Prices:

The undersigned proposes and agrees that the following Unit Prices will be used to calculate the extra cost or credit to the project bid in the event the amount of work required is increased / decreased by request of the Owner.

If the requested change to the work is a reduction, the unit price will be decreased by ten percent (10%). Each unit price listed will include all necessary materials, equipment, labor, permits, fees, insurance, overhead and profit and all else necessary for the work involved.

Detailed requirements are included in Division 01, Section 01 22 00 Sitework Unit Prices.

Description:

1. Processed Aggregate, installed	\$	/ C.Y.
2. Bituminous Concrete Pavement, including base	\$	/ S.Y.
3. Concrete Pavement, including base	\$	/ S.F.
4. Chain Link Fence, 6 ft. ht. incl. footings, installed	\$	/ L.F.
5. Area Drain Structure, 7 ft. depth, including backfill	\$	/ EA.
6. 12" PVC Storm Pipe, including trench and backfill	\$	/ L.F.

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 User Notes:

§ 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)

Robert Palmer, Director of Plant and Facilities Services 860-561-7925
Town of West Hartford
50 South Main Street - Room 204
West Hartford, CT 06107

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

[Redacted Contractor Representative 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:

[Redacted 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~~ Contract are those contained in the Project Specification Document #6515F 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: Specifications are those contained in the Project Specification Document # 6515F as in Section 9.1.3 and are as follows:

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

- DIVISION 1 – GENERAL REQUIREMENTS**
- SECTION 011100 SUMMARY OF SITEWORK GENERAL REQUIREMENTS
- SECTION 012200 SITEWORK UNIT PRICES
- SECTION 012300 ALTERNATES
- SECTION 014200 STANDARD SITEWORK REFERENCES AND DEFINITIONS
- SECTION 014300 SITEWORK QUALITY ASSURANCE
- SECTION 017123 FIELD ENGINEERING
- DIVISION 2 – SITE WORK**
- SECTION 024113 SITE PROTECTION & DEMOLITION
- DIVISION 3 – CONCRETE**
- SECTION 033000 CAST-IN-PLACE CONCRETE
- DIVISION 13 – SPECIAL CONSTRUCTION**
- SECTION 131250 PERMANENT BEAM GRANDSTANDS
- SECTION 131260 PRESS BOX
- DIVISION 31 – EARTHWORK**
- SECTION 312000 SITE EARTHWORK
- SECTION 312333 TRENCHING & BACKFILLING
- SECTION 312500 EROSION CONTROLS
- DIVISION 32 – EXTERIOR IMPROVEMENTS**
- SECTION 320190.33 TREE PROTECTION
- SECTION 32100 PAVEMENT BASE COURSES
- SECTION 321216 BITUMINOUS CONCRETE PAVEMENT
- SECTION 321313 CONCRETE PAVEMENT
- SECTION 323113 CHAIN LINK FENCING
- SECTION 329113 TOPSOIL
- SECTION 329200 SEEDED LAWN

Section	Title	Date	Pages
DIVISION 16 – 33 UTILITIES			
SECTION 334000	STORM DRAINAGE		

§ 9.1.5 The Drawings:

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

TITLE	SHEET NUMBER
Cover	-
Survey	-
Survey	-
Overall Site Plan	L1.0
Home Bleachers Demolition Plan	L2.0
Home Bleachers Layout Plan	L2.1
Home Bleachers Grading Plan	L2.2
Site Details	L4.0
Bleachers Seating & Foundation Plan	L5.0
Bleacher Elevation	L5.1
Bleachers Details	L5.2

Press Box Elevations, Floor Plan & Schedules A1.0
Press Box Framing & Finishes A1.1

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[®]

Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Bleachers at McKee Stadium-Conard High School
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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- 1 GENERAL PROVISIONS
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- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 15 CLAIMS AND DISPUTES

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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

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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.

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§ 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.

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§ 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.

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§ 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

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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.

§ 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

- .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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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

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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:

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 fourth 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,

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.

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

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 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, 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 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 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:

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.

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

11.1.1.5 Delete the words "other than to the Work itself".

11.1.2 Delete subparagraph 11.1.2 in its entirety and substitute the following:

The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified by Subparagraph 11.1.7 or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage is

greater. It's agreed that the scope and limits of insurance coverage specified by Subparagraph 11.1.7 are minimum requirements and shall in no way limit or exclude the Owner from additional limits and coverage provided under the required 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, 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. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

11.1.3 Delete the second sentence in its entirety and substitute the following:

These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies shall not be suspended, voided, cancelled or reduced except after prior written notice has been given to the Owner in compliance with Connecticut statutes Sec. 38a-323 and Sec. 38a-324.

Add the following sentence to the end of the paragraph:

The Owner reserves the rights to require complete, certified copies of all required policies, at any time.

11.1.4 Delete subparagraph 11.1.4 in its entirety and substitute with the following:

All liability policies (with the exception of Workers' Compensation) shall include (1) the Owner as an **Additional Insured** for claims caused in whole or in part by the Contractor's negligent acts, errors 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, errors or omissions during the Contractor's completed operations. The insurance policy shall not contain any special limitations on the scope of protection afforded to the Owner. All policies that contain "**Insured vs. Insured**" language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

11.1.5 Add new subparagraph 11.1.5 as follows:

Acceptance by the Owner 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 Owner. 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.

11.1.6 Add new subparagraph 11.1.6 as follows:

For the purpose of Article 11: the term "Contractor" shall also include their respective agents, representatives, employees, subcontractors or sub-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.

11.1.7 Add new subparagraph 11.1.7 as follows:

11.1.7. **Minimum Scope and Limits of Insurance:**

.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 motorist 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:**

Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the Work to be performed with an Experience Modification Rate of 1.0 or less. Coverage shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut regarding Workers' Compensation, Connecticut Statutes Section 31-275 et seq., and that it shall remain in compliance for the duration of the contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town of West Hartford, West Hartford Board of Education and

their respective officials, boards and commissions, officers, representatives, agents, servants, employees and volunteers from all suits, claims, and actions arising from personal injuries to Contractor, their agents, representatives, employees or subcontractors, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation.

.5 Umbrella Liability:

\$5,000,000 per occurrence / \$5,000,000 aggregate, following form.

.6 Property Insurance:

Property insurance shall be on an "all risk" policy form written 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 policy shall include 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 protect the interests of the Owner, Contractor, their Subcontractors and Sub-subcontractors.

11.1.8 – 11.1.17 Add new subparagraphs 11.1.8 – 11.1.17 as follows:

- 11.1.8 Contractor's policies shall be written by insurance companies lawfully authorized 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 Owner's Risk Manager.
- 11.1.9 Contractor shall include all Subcontractors and Sub-subcontractors as an insured under its insurance policies or shall cause each Subcontractor and Sub-subcontractor to purchase and maintain their own insurance coverage subject to all the requirements specified in Section 11.1.
- 11.1.10 All required insurance policies shall include a waiver of subrogation clause stating 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.
- 11.1.11 Insurance coverage written on a claims-made basis shall have a retroactive date 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.

- 11.1.12 General aggregate limits shall be declared to the Owner and apply separately to the project. 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 limits as specified by Subparagraph 11.1.7. The Contractor shall pay the premium.
- 11.1.13 Contractor shall 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.
- 11.1.14 The Contractor's insurance shall be primary and non-contributory with respect to the Owner. Any insurance or self-insurance maintained by the Owner shall be excess to the Contractor's insurance. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Owner.
- 11.1.15 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.
- 11.1.16 When 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.
- 11.1.17 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 11.1.7.
- 11.2 Delete subparagraph 11.2 in its entirety and replace with the following:
- 11.2 OWNER'S LIABILITY INSURANCE
- 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.
- 11.2.2 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.
- 11.3 Delete subparagraph 11.3 in its entirety and substitute with the following:

11.3 PROPERTY INSURANCE

11.3.1. The Owner shall be responsible for purchasing and maintaining property insurance on an "all risk" policy form 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 or not driven by wind, when the installation of the roof, walls and windows of such buildings has not been completed. A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner.

11.3.2 The Contractor shall be responsible for purchasing and maintaining property insurance as required by subparagraph 11.1.7.5.

11.4.3 Add new subparagraph 11.4.3 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.

11.4.4 Add new subparagraph 11.4.4 as follows:

Bonds furnished by the Contractor shall comply with all relevant Connecticut statutes including Conn. Gen. Stat. Sec. 49-41.

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 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 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

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- 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:

“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:

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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

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Sitework General Requirements.
 - 2. Temporary Barriers.
 - 3. Work by Owner.
 - 4. Work Sequence.
 - 5. Work Restrictions / Coordination with Occupants.
 - 6. Access to site.
 - 7. Existing Utilities.
 - 8. Maintenance of the Project Site and Surroundings.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 00, all Sections.
 - 2. Division 01, all Sections.
 - 3. Division 03, all Sections.
 - 4. Division 13, all Sections.
 - 7. Division 31, all Sections.
 - 8. Division 32, all Sections.
 - 9. Division 33, all Sections.

1.03 SITWORK GENERAL REQUIREMENTS

- A. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work specified herein and as shown on the Drawings.
- B. All work shall be performed in accordance with the current applicable codes, permits and regulations, and in accordance with the requirements of all local, state, and federal agencies having jurisdiction over the work.
- C. The Contractor shall not close, block or obstruct any public street, sidewalk or access way without the proper permits and approvals from the authority having jurisdiction. This includes temporary obstruction by equipment or work progress and storage of materials.
- D. The Contractor shall maintain access to and egress from the site for emergency vehicles at all times. Fire Marshall approval will be required for the Contractor's "Construction Operation Site Plan."

1.04 TEMPORARY BARRIERS AND OTHER PROTECTIVE DEVICES

- A. Provide, install and maintain barricades, guards, fencing warning lights, signs or any other protective devices as may be necessary throughout the project and as conditions require to protect the general public and to protect the work of this project and as may be directed by the Architect or other authorities having jurisdiction.
- B. Protect all existing above ground and below ground improvements from damage from construction related activities in or around the site, including but not limited to: utilities, site improvements, site features, plant materials (including roots), buildings or other structures which are shown to remain.
- C. Contractor shall be responsible for the cost of any repairs, restoration and/or replacement, as directed by the Architect, for any damage arising from his construction operations.

1.05 WORK BY OWNER

- A. The Owner reserves the right to perform work directly or indirectly associated with this project, or in the project area. The Owner shall inform the Contractor, in advance, of his intent to do so to provide the Contractor ample time to respond with any concerns for impact to the project.
- B. General Contractor / Project Manager shall coordinate with the Owner the timing of all "Work By Owner" as it relates to his construction schedule.

1.06 WORK SEQUENCE

- A. General Contractor / Project Manager shall coordinate the work of all Divisions of this contract and adapt his progress and order of construction to maintain his schedule and meet project deadlines as may be specified. To this end, the Contractor shall carry out any part of the work in such an order as the Architect may direct from time to time.

- B. The Contractor is responsible for the Coordination of his work efforts with that of the Owner, subcontractors, testing agency and municipal authorities having jurisdiction.
- C. Obtain all necessary permits, licenses or inspections prior to the start of any work and as may be required throughout construction.
 - 1. All associated costs shall be paid for by the Contractor.
- D. Install erosion and sedimentation controls prior to the start of any construction activity and maintained throughout the project as specified.
- E. The Contractor shall exercise all necessary care to cause no damage to subsurface improvements and shall restore to its previous condition any such work damaged by his operation, at his own expense.
- E. The Contractor shall exercise care to not cause damage to any existing above or below ground improvements during the course of his work. Any and all damage or disturbance, including areas outside the contract limit lines, shall be restored as directed by the Architect to their original condition at the Contractor's expense.

1.07 WORK RESTRICTIONS / COORDINATION WITH OCCUPANTS

- A. The existing facility will remain open and operational throughout the construction period. The Contractor shall coordinate with the Owner / Architect any of his work which may directly or indirectly disturb the normal operation of the facility.
 - 1. Temporary disruption to the normal operation of the facility will require a minimum of 72 hours notice.
- B. The Contractor shall not be allowed use of any existing on-site facilities by his personnel and shall supply the necessary temporary facilities at his cost.
- C. Contractor parking will be limited to a specific location as determined by the Owner.

1.08 ACCESS TO SITE

- A. Pre-construction meeting with Contractor, Owner and Architect shall occur to review access to site, staging and operations on site through the construction project.
- B. Maintain access for firefighting equipment and emergency vehicles to the site at all times.
- C. Contractor shall have access to existing electricity and water sources available at the project site. The Contractor shall be responsible for determining if they are adequate for his operations. If not, he shall supply to necessary facilities at his cost.

1.09 EXISTING UTILITIES

- A. The location of existing subsurface improvements and utilities shown on plan have been collected from various sources. Locations may not be completely accurate and additional uncharted utilities may exist on site.

- B. Underground utilities may exist on site which are not identified on the site survey or contract drawings. The Contractor is required to have all subsurface utilities located and marked on the ground prior to the start of any work or excavation. Contact CBYD at 1-800-922-4455 to have utilities marked. A call to CBYD is not sufficient unless followed up on-site by CBYD staff. If CBYD will not locate utilities on private property, it is the Contractor's responsibility to provide and coordinate with a private utility location services prior to digging. Drawings are only a best representation of what is on site and are not a substitute for active location work.
- C. In compliance with the State of Connecticut Public Act No. 77-350. "An Act Concerning Excavations Near Underground Utility Facilities", the Contractor shall not start any kind of excavation and/or blasting or rock removal activity which may be near the location of any subsurface improvement or utility without having first ascertained the exact location in the area of work.
- D. The Contractor shall also conduct additional exploratory excavations, by hand digging, as he deems necessary, to uncover and determine the exact locations of utilities and structures. He shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the drawings, or which are made known to him by the above noted utility location requirements.
- E. Any damage or costs arising from the damage or disruption of existing utilities shall be the sole responsibility of the Contractor. All required repairs or replacements to utilities disturbed by his work and for all inspections as may be necessary, are at his own expense.

1.10 MAINTENANCE OF THE PROJECT SITE AND SURROUNDINGS

- A. Contractor shall keep site orderly and free from excessive trash and debris and shall provide the necessary containers / dumpsters for storage of debris prior to its removal from the project site.
- B. Contractor shall be responsible for any and all materials associated with construction do not blow, wash or otherwise leave the immediate project site and he will be responsible to any such material(s).
- C. The Contractor shall be responsible for maintaining all lawn areas, and planting beds within the contract limits. Lawn areas shall not be allowed to exceed six inches in height before mowing, and planting beds shall be maintained to remove weeds and prevent overgrowth.

PART 2 PRODUCTS

- A. Not used in this Section.

PART 3 EXECUTION

- A. Not used in this Section.

END OF SECTION 01 11 00

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes information relating to Unit Prices for specific sitework items specified in their individual sections. Unit Prices are a requirement of the Bid Form.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
1. Division 32, Section 32 11 00 Pavement Base Courses.
 2. Division 32, Section 32 12 16 Bituminous Concrete Pavement.
 3. Division 32, Section 32 13 13 Concrete Pavement.
 4. Division 32, Section 32 31 13 Chain Link Fence.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.03 DEFINITIONS

- A. "Unit Price" is defined as the amount the General Contractor acknowledges in the Bid Proposal Form as a price per unit of measurement for materials or services, as described in the Bidding Documents or in the Contract Documents, added to or deducted from the Contract Sum by appropriate modification.
1. "C.Y." indicates measurement per cubic yard.
 2. "EA." indicates quantities per each individual unit.
 3. "L.F." indicated measurement per linear foot.
 4. "S.F." indicates measurement per square foot.
 5. "S.Y." indicates measurement per square yard.
 6. "V.F." indicates measurement per vertical foot.

1.02 PROCEDURE

- A. Unit Prices included in the Contract Documents are to be used for determining compensation to the Contractor or Owner for changes to the scope of the work indicated in the Contract Documents, and included in the Lump Sum Contract Price.
- B. Unit Prices are for items complete, in place, and shall be inclusive of furnishing and installing of all material, labor, trucking, overhead, profit, equipment, hoisting, engineering, scaffolding, power hookups, protection, shop drawings, taxes, permits, appliances, delivery, insurance, supervision, cost of bond, etc. and shall remain in effect until completion of the Contract.
- C. Increases or Decreases: Should the amount of the Work required be increased or decreased because of changes in the work ordered in writing by the Architect, the Contractor agrees to the Unit Prices included in his Bid Form, as follows:
 - 1. Increases in work shall be at the stated Unit Price.
 - 2. For decreases in work, the Unit Price will be decreased by 10%.
- D. Unit Prices for Site Earthwork are defined for measurement and fixed unit pricing in Division 31, Section 31 20 00 Site Earthwork.
 - 1. Unit Prices shall include the completion of the excavation, formation and compaction of sub-grade and the disposal of surplus or unsuitable materials in accordance with the Plans and Specifications or as directed by the Architect.
- E. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

1.03 DEFINITIONS

- A. Refer to Section 01 42 00 Standard Sitework References and Definitions.

1.04 QUALITY ASSURANCE

- A. Refer to Section 01 43 00 Quality Assurance and Testing.

PART 2 PRODUCTS

Not used in this section.

PART 3 EXECUTION

Not used in this section.

END OF SECTION 01 22 00

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the description of certain Alternates to allow the Owner to compare total costs where alternate materials and methods might be used, and enable the Owner's decision prior to awarding the Contract.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 32, Section 32 11 00 Pavement Base Courses.
 - 2. Division 32, Section 32 12 16 Bituminous Concrete Pavement.
 - 3. Division 32, Section 32 31 13 Chain Link Fence.
 - 4. Division 33, Section 33 40 00 Storm Drainage.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.03 CONTRACT CONSIDERATIONS

- A. Alternates described in this section are required to be reflected on the Bid Form as submitted by the Bidder. Do not submit Alternates other than those described in this section.
- B. Alternate Pricing shall include all facilities, labor, materials, equipment, transportation, delivery, supervision, installation and related work necessary to complete the work described herein, as specified elsewhere and as shown on the drawings.
- C. Alternate Pricing shall include Contractor's reasonable overhead and profit, as set forth in this contract, plus all taxes, insurance, bonding, permitting and similar related costs.
- D. The Owner reserves the right to select Alternates in any order or combination to meet its budget and/or needs.

1.04 COORDINATION OF WORK

- A. If the Owner elects to proceed on the basis of one or more Alternates, Contractor shall make modifications to his scheduling and work as required to provide the selected Alternate(s) and ensure complete integration with related work and at no additional cost to the Owner.
- B. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which if any of the Alternates will be selected, thoroughly and clearly advise necessary personnel and suppliers as to the nature of Alternates selected by the Owner.

1.05 ALTERNATE LIST

- A. Alternate No. 1: Provide Bituminous Concrete Bleacher Pad, in lieu of stone, under the Home and Visitors Bleachers as specified and as shown on the drawings.
- B. Alternate No. 2: Provide New Drainage Structures and Piping, connecting to existing structures, under the Home Bleachers as specified and as shown on the drawings.

PART 2 PRODUCTS

NOT USED IN THIS SECTION.

PART 3 EXECUTION

NOT USED IN THIS SECTION.

END OF SECTION 01 23 00

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the standard abbreviations, acronyms, definitions and references for sitework used throughout this Specification.

1.02. RELATED SECTIONS

- A. This section includes certain References and Definitions used throughout this specification relating to all of the following sections:
1. Division 03, all Sections.
 2. Division 13, all Sections.
 3. Division 31, all Sections.
 4. Division 32, all Sections.
 5. Division 33, all Sections.

1.03 REFERENCES

- A. Reference herein to any technical society, organization, group or body is made in accordance with the following abbreviations. Unless otherwise noted or specified, all work in this Specification shall conform to the latest edition, as applicable.
1. ACI: American Concrete Institute.
 2. ADA: United States Department of Justice, Americans with Disabilities Act, Standards for Accessible Design.
 3. AI: Asphalt Institute publications as referenced.
 4. ANSI: Refers to standard specifications, as amended, issued by the American National Standards Institute.
 5. AWS: American Welding Society.
 6. ASTM: Refers to standard specifications and testing methods issued by the American Society of Testing and Materials Reference as amended.
 7. Building Code: State of Connecticut Building Code.
 8. CRSI: Concrete Reinforcing Steel Institute.
 9. CTDEEP: Refers to the State of Connecticut Department of Energy and Environmental Protection and its various Divisions.
 10. CTDEEP Guidelines: Refers to the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control and all supplements and revisions.

11. CTDEEP Manual: Refers to the 2004 Connecticut Stormwater Quality Manual and all supplements and revisions.
12. CTDOT Form 816: Refers to the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004, and all supplements and revisions, with the exception of provisions for measurements and payments.
13. NRMCA: National Road Mix Concrete Association.
14. OSHA: Occupational Safety and Health Administration
15. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance—Standard Practices (Pruning)."
16. U.S.D.A.: United States Department of Agriculture.

1.04 DEFINITIONS

- A. The following terms are used throughout this Specification and are hereby defined in greater detail, as follows:
1. "Architect" shall refer to the lead design professional of record for the project.
 2. "Architect" may also refer to the Landscape Architect of record for the project for certain specific sections directly related to landscape architectural work.
 3. "Bituminous Concrete Pavement" is synonymous with "Hot Mix Asphalt Paving" for the purposes of these Specifications.
 4. "Bituminous Concrete Pavement" terminology: Refer to ASTM D 8 for definitions of terms.
 5. "Concrete" shall mean the manufacture of ready-mix concrete in compliance with ASTM C 94 / 94 M and CT DOT requirements for production facilities and equipment and shall be certified according to NRMCA's "Certification of Ready Mix Concrete Production Facilities."
 6. "Construction Area" refers to the area within the "Contract Limit Line" as shown on the drawings including any area outside such limit that is damaged or otherwise disturbed by construction-related activities.
 7. "Contractor" shall mean the General Contractor responsible for all work of this contract including the work of his subcontractors.

PART 2 PRODUCTS

Not used in the Section

PART 3 EXECUTION

Not used in this Section.

END OF SECTION 01 42 00

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes Quality Control, Testing, Contractor / Sub-contractor Qualifications and similar requirements for Quality Assurance for sitework.

1.02. RELATED SECTIONS

- A. This section applies to and is related to all other Sitework related sections.
- B. Additional requirements for quality assurance, workmanship, tolerances and other measures may be included in other sections of this Specification.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 02, Section 02 10 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in the Specification.

1.04 TESTING

- A. Testing Agency Services: Owner will engage an independent laboratory to conduct tests and perform other services as required for quality control during construction. Contractor shall coordinate scheduling of required testing directly with Owner's selected testing agency.
 - 1. Testing will be conducted for compaction of earth and pavement base course materials, bituminous pavements, concrete pavements, concrete foundations and piers and other sitework related installations as may be directed by the Architect.
 - 2. Testing requirements and schedule shall be determined at the start of the project by the Architect. Contractor shall schedule testing directly with the chosen Agency as his schedule progresses.
 - 3. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
 - 4. Additional testing and inspecting, at Contractor's expense, will be performed for any non-conforming, replaced or additional work to determine compliance with the specified requirements.
 - 5. Contractor shall be responsible for costs of any cancelled inspections that are a result of his scheduling or incomplete work.
 - 6. Any failed tests shall be retested at the expense of the Contractor.
- B. Additional special testing requirements for certain materials and/or their installation may be noted in other sections of this Specification.

1.05 SUBMITTALS

- A. Provide manufacturer, supplier, fabricator and/or installer's qualifications and certifications for the type of work required as noted in the Specification.
- B. Licenses or professional certifications for individual contractors, suppliers and/or manufacturers as noted above or elsewhere in this Specification.
- C. Provide field samples and/or mock-ups as required in other sections of this Specification.

1.06 MATERIALS (GENERAL)

- A. Source of Materials: Obtain materials of each type from the same source for the entire project unless requested in writing and approved by the Architect.

1.07 SITE EARTHWORK & TRENCHING

- A. In-Place Testing of Subgrade and Fill Layers: Subgrades and fill layers shall be approved by the Architect before construction of any further work thereon. Test of subgrades and fill layers shall be taken as follows.
 - 1. Each layer of fill placed shall meet at least the following minimum compaction requirements:
 - a. Under pavements, slabs, structures and base stone courses – 95%.
 - b. Deeper than three (3) feet below items in "a" above – 85%.
 - c. Landscape areas, fields and lawn or grass areas – 85%.
 - 2. Perform one (1) field density test in accordance with ASTM D2922 on each lift of fill material placed as follows:
 - a. Every 5,000 sq. ft. below paved area but not less than 3 tests.
 - b. Every 200 l.f. of trench backfill or a minimum of 2 tests, whichever is greater.
- B. It shall be the Contractor's responsibility to notify Testing Laboratory and Architect when each layer of fill is to be in place and ready for testing. The Contractor shall allow ample time for testing. If any fill is placed in excess of 16 inches without testing it shall be subject to removal.
 - 1. If testing indicates that the subgrade or backfill are found to be below the specified density or do not meet material specifications, additional compaction and proper materials shall be provided and at no additional expense to the owner. All required recompaction and retesting of non-conforming materials shall be at the Contractor's expense.
 - 2. The Contractor is responsible for all testing fees due to mis-coordination or poor scheduling with the testing laboratory.

1.08 PAVEMENT BASE COURSES

- A. Subbase and Base Course Layers shall be tested in-place and results submitted to and approved by the Architect before construction of any further work thereon. Test shall be taken as follows.
 - 1. Each layer being placed beneath pavements shall meet the 95 percent minimum compaction standard for the material being placed.
 - 2. Perform one (1) field density test in accordance with ASTM D2922 on each lift of base course material placed as follows:
 - a. Every 1,000 sq. ft. below bituminous concrete pavement areas but not less than 3 tests.
 - b. Every 750 sq. ft. below concrete pavement areas but not less than 3 tests.
- B. It shall be the Contractor's responsibility to notify Testing Laboratory and Architect when each layer of fill is to be in place and ready for testing. The Contractor shall allow ample time for testing. If any fill is placed in excess of 8 inches without testing it shall be subject to removal.
 - 1. If testing indicates that the subgrade or backfill are found to be below the specified density or do not meet material specifications, additional compaction and proper materials shall be provided and at no additional expense to the owner. All required recompaction and retesting of non-conforming materials shall be at the Contractor's expense.
 - 2. The Contractor is responsible for all testing fees due to mis-coordination or poor scheduling with the testing laboratory.

1.09 BITUMINOUS MATERIALS

- A. Manufacturer Qualifications:
 - a. Manufacturer shall be a paving-mix manufacturer registered with the Connecticut Department of Transportation.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.
- C. Regulatory Requirements: Comply with CTDOT Form 816 for asphalt paving work.
- D. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.
- E. Review methods and procedures related to bituminous concrete pavement including, but not limited to, the following:
 - 1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - 2. Review condition of subgrade and preparatory work.
 - 3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment and facilities needed to make progress and avoid delays.
- F. Field Quality Control:
1. Thickness: In-place compacted thickness of bituminous concrete courses will be determined according to ASTM D 3549.
 2. Surface Smoothness: Finished surface of final bituminous concrete course will be tested for compliance with smoothness tolerances listed in Section 31 12 16. .
 3. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to State Specification form 816 Sections 4.06 and M04.
 4. Remove and replace or install additional bituminous concrete where test results or measurements indicate that it does not comply with specified requirements.

1.10 SITE CONCRETE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least 1 composite sample for each 5000 sq. ft. (465 sq. m) or fraction thereof of each concrete mix placed each day.
 2. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 4. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 5. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
 6. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 7. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
 8. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi(3.4 MPa).
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

1.11 PAVEMENT INSTALLATION CONTRACTOR(S)

- A. Installer's Qualifications: Contractor(s) or subcontractor(s) shall be experienced and in continuous operation in their field for a minimum of the past five (5) consecutive years.
- B. All installation contractors or subcontractors shall maintain current licenses and certifications standard in their industry and in compliance with all current local, state and federal regulations.
- C. Installers shall maintain full-time experienced supervisor on site at all times while their work is in progress. Failure to provide such supervision shall be deemed a reason for the Architect and/or Owner to halt work with no recourse for claim for delay by the contractor or any subcontractor(s).
- D. Installers shall obtain all necessary and required permits, or receive proof that such exists, prior to the start of any work related to their trade.

1.12 LANDSCAPING

- A. Tree Protection, Pruning, Transplanting:
 - 1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed large tree transplanting, tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to the Project site during execution of tree protection and trimming.
 - 2. Arborist Qualifications: An arborist certified by ISA or licensed in the State of Connecticut.
 - 3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."

- B. Topsoil:
1. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
 2. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 - a. Report suitability of topsoil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce topsoil or planting mix suitable for the intended use as specified herein.
- C. Lawns and Grasses:
1. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn and meadow establishment.
 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

1.13 SITE UTILITIES

- A. Installer's Qualifications: Contractor(s) or subcontractor(s) shall be experienced and in continuous operation in their field for a minimum of the past five (5) consecutive years.
- B. All site utility installation contractors or subcontractors shall maintain current licenses and certifications standard in their industry and in compliance with all current local, state and federal regulations.
- C. Installers shall maintain full-time experienced supervisor on site at all times while their work is in progress. Failure to provide such supervision shall be deemed a reason for the Architect and/or Owner to halt work with no recourse for claim for delay by the contractor or any subcontractor(s).
- D. Installers shall obtain all necessary and required permits, or receive proof that such exists, prior to the start of any work related to their trade.

PART 2 PRODUCTS

Not used in this Section.

PART 3 EXECUTION

Not used in this Section.

END OF SECTION 01 43 00

PART 1 GENERAL

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Existing site survey information provided.
 - 2. Surveyor requirements.
 - 3. Construction layout.
 - 4. Final As-built requirements.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 03, Section 03 30 00 Cast-In-Place Concrete.
 - 2. Division 13, Section 13 12 50 Grandstands.
 - 3. Division 31, Section 31 20 00 Site Earthwork.
 - 4. Division 32, Section 32 31 13 Chain Link Fence.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.03 EXISTING SURVEY

- A. As noted on the drawings and as provided in the contract documents, the existing site information used in the preparation of the contract documents was prepared by a Professional Surveyor licensed in the State of Connecticut.
- B. The final survey in stamped and sealed mylar form is on file with the Town of West Hartford.

1.04 SURVEYOR REQUIREMENTS

- A. The Contractor shall employ at his expense a competent professional surveyor licensed in the State of Connecticut to provide layout, both horizontal and vertical, for this project.

1. Submit surveyor's name, registration number and certificate of insurance prior to start of any construction.

1.05 CONSTRUCTION LAYOUT

- A. Verify and confirm all existing site conditions prior to beginning work. Any variation from information shown on survey or contract plans shall immediately be brought to the attention of the Architect.
- B. Prior to demolition of the existing bleachers, establish baseline, as shown on the plans, and set control points for the layout and installation of the new bleachers.
 1. Coordinate and verify the layout of the proposed bleachers on the site plans as shown and with the bleacher manufacturer.
 2. Report any discrepancies to the Architect prior to proceeding with any work.
- C. Commencement of work shall be deemed as confirmation of the existing conditions, survey and contract plans.
 1. During major earthwork operations, if the Contractor's surveyor shows that there is to be an excess of material, the Architect will endeavor to adjust the overall site grading to incorporate the excess where possible. The Contractor shall do so at no cost to the contract.

1.06 AS-BUILTS

- A. Revisions, modifications, changes and adjustments made during the course of the project shall be accurately noted on a single set of plans to be submitted as the final record copy at project completion.

PART 2 MATERIALS

Not used in this Section.

PART 3 EXECUTION

Not used in this Section.

END OF SECTION 01 71 23

PART 1 GENERAL

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

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Protection of Property.
 - 2. Preservation of Survey Points.
 - 3. Construction Fencing.
 - 4. Locating and Removal / Abandonment of Utilities.
 - 5. Demolition and Removal of Existing Site Improvements.
 - 6. Clearing and Grubbing.
 - 7. Removal of Materials from the Site.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 31, Section 31 25 00 Erosion Controls.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance quality control, testing, contractor qualifications and similar requirements for sitework defined elsewhere in this Specification.

1.05 PROTECTION OF PROPERTY

- A. The work under this Contract shall be executed in such a manner that no damage or injury will occur to the public, to all properties and structures off or on the site which may be in any way affected by the operations under the Contract, to streets, paving, gas, water, electrical or any other pipes, mains, conduits, overhead utility wires, and to all other property.
- B. Should any damage or injury be caused by the Contractor, his subcontractors or any employees, or by the work under this Contract, the Contractor shall, at his own expense, make good such damage and assume all responsibility for such without cost to the Owner or contract.
- C. The Contractor shall develop a Site Usage Plan showing work / staging areas and perimeter construction fencing depicting his use of the site, as generally shown on the plans.
- D. Contractor's plan shall include public access to certain portions of the building as required by the Owner. Emergency access shall be maintained at all times to the building and the work site. Revise and/or reposition fencing as may be directed by the Fire Marshall.
- E. See additional specification section(s) for additional requirements for protections.

1.06 PRESERVATION OF SURVEY POINTS

- A. The Contractor shall carefully protect from disturbance or damage, all land monuments or markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove or destroy them without proper authorization from the Owner.

1.07 CONSTRUCTION FENCING

- A. Construction fencing shall be 9 gauge Chain Link Fence on permanent, driven posts or stanchions with sand bags, depending on ground surface, around the perimeter of the construction site.

1.08 CONSTRUCTION FENCING

- A. Install fencing as generally shown on the plans and as further defined by the Contractor as stated in 1.05 above, according to manufacturer / suppliers requirements.
- B. Contractor shall repair, replace and otherwise maintain protections to the work site for the duration of the project.

1.09 LOCATING AND REMOVAL / ABANDONMENT OF UTILITIES

- A. Prior to any demolition, removal or earthwork activities, have all utilities marked on the ground as specified elsewhere.

- B. Notify utility companies having jurisdiction to temporarily disconnect, cap, or plug any active utility service as may be required while construction operations are active near such utilities.
- C. Permanently cap, discontinue and remove existing site utilities as shown on the drawings to be removed or abandoned in compliance with the specific utility company's requirements.

1.10 DEMOLITION AND REMOVAL OF EXISTING SITE IMPROVEMENTS

- A. Demolish and remove from the site all existing pavements, curbs, plants, utilities and other site improvements as shown on drawings and as may interfere with the work of this contract.
 - 1. Where underground utilities are noted to be abandoned or removed, backfill the necessary excavated areas in accordance with the requirements of Division 31, Section 31 23 33 Trenching & Backfilling.
 - 2. Where existing drainage structures up to six (6) feet deep are to be removed, remove completely.
 - 3. Where existing drainage structures greater than six (6) feet deep are to be removed, the portion of the structure below the six (6) foot depth may remain provided the floor of the structure is broken to allow water to infiltrate.
- B. Carefully remove, protect and store any site improvements indicated for reuse or to remain the property of the Owner in an area(s) designated by the Owner / Architect.
 - 1. Contractor shall record the existing condition of such improvements by digital photography and shall submit to Architect for the record prior to removals.
 - 2. If no such record is taken by the Contractor, he agrees that the Owner / Architects record(s) of existing condition shall be used.
- C. If shown or noted on the drawings that removal of pavements includes the stone base, remove base aggregates and dispose of off-site in a legal manner.
 - 1. Pavement base aggregate may be used as general site fill at the discretion of the Architect.
- D. Depressions in the soil resulting from removal of existing site improvements shall be filled and compacted as specified in Site Earthwork.

1.11 CLEARING AND GRUBBING

- A. Before any removals of plant materials, conduct a meeting at the site with the Architect, General Contractor and his applicable subcontractor(s) to review extent of clearing, grubbing, trimming and pruning requirements, and transplanting of materials, including if necessary, marking of specific plants.
- B. Contractor shall remove any trees, shrubs, brush or other plant materials that are within the Contract Limit Line and shown to be removed or which may be in the line of the work of this contract.

1. Removal shall include grubbing of the roots for all plant materials.
 2. All cleared and trimmed materials shall be removed from the site. Burning on-site is not allowed.
- C. Grubbing shall consist of the removal of plant roots larger than 2 inches in diameter and all stumps to the following depths below adjacent ground levels:
1. In open lawn or plant bed areas, to a minimum depth of 12 inches below the proposed finished grade.
 2. In areas to receive pavement or permanent surfaces, to a minimum depth of 24 inches below the proposed finished grade.
- D. Trimming and pruning of plant materials affected during the course of construction shall be at the direction of an arborist licensed in the State of Connecticut.

1.12 REMOVAL OF MATERIALS FROM THE SITE

- A. Materials shown to be removed and not scheduled for re-use shall be disposed of off-site in a legal manner. This includes any excess or unsuitable soil materials except as described in 1.07 below.
- B. The Contractor shall not bury any construction debris, demolished pavement, organic materials or other material on site.
- C. Remove and dispose of any devices used for tree protection and materials used for erosion and sedimentation controls in a legal manner, off-site only after receiving authorization for their removal from the Architect at the end of the project.

PART 2 MATERIALS

Not used in this Section.

PART 3 EXECUTION

Not used in this Section.

END OF SECTION 02 41 13

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. Contractor shall provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to install Concrete Footings and Piers or other cast-in-place concrete (exclusive of concrete (walk) pavements) in location(s) shown on the drawings and as detailed.
- B. Grandstands and Foundations design and detailing shall be certified by a Professional Engineer licensed in the State of Connecticut. All plans, details and shop drawings associated with the complete system shall be signed and sealed by said Engineer.
- C. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- D. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. Related Sections

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 13, Section 13 12 50 Grandstands.
 - 2. Division 13, Section 13 12 60 Press Box.
 - 3. Division 31, Section 31 20 00 Site Earthwork.
 - 4. Division 32, Section 32 13 13 Concrete Pavement.

1.02 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.03 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance.

1.04 SUBMITTALS

- A. Shop Drawings: Provide PE stamped shop drawings for each item showing dimensions, materials, reinforcing, finishes, anchoring and any other required information.
- B. Concrete: Provide job mix for concrete used for footings and piers, as required.

- C. Reinforcing: Provide PE stamped shop drawings showing sizes and dimensions for fabrication and placing steel reinforcement, indicating bar schedule, stirrup spacing and diagrams of bent bars, including all accessories.
 - 1. Provide mill certificates identifying chemical and physical analysis of each load of reinforcing steel delivered.
- D. Grout: Provide manufacturer's data for non-shrink grout.
- E. Anchor Bolts: Provide bolt template(s).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete: Concrete shall conform to CTDOT Form 816, Section 6.01 "Concrete for Structures" and Section M.03, Class "C" concrete.
- B. Reinforcing Steel: Reinforcing shall conform to CTDOT Form 816, Section 6.02 "Reinforcing Steel" and Section M.06.01.
- C. Formwork: Formwork shall conform to CTDOT Form 816, Section 6.01.03.3.
- D. Grout: Non-shrink grout conforming to ASTM C 1107 with a compressive strength of 6,000 PSI at 28 days. "Five Star Grout" by U.S. Grout Corporation, or approved equal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Compact prepared subbase surface below concrete and base stone to identify soft pockets and areas of excess yielding.
- C. Proceed with formwork, reinforcing steel and concrete placement operations only after nonconforming conditions have been corrected and subgrade is ready to receive materials of this section.
- D. Remove loose material from compacted subbase surface immediately before placing concrete.

3.02 CONSTRUCTION

- A. General: Construct forms and place reinforcement and concrete in conformance with CTDOT Form 816, Section 6.01.03.

3.03 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.04 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Do not add water to fresh concrete after testing.
- E. Deposit and spread concrete in a continuous operation between joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- G. Screed exposed surfaces with a straightedge and strike off.
- H. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- I. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- J. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.05 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 1. Comply with ACI 306.1 for cold-weather protection.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h {1 kg/sq. m x h} before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover, curing compound or a combination of these as follows:
 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

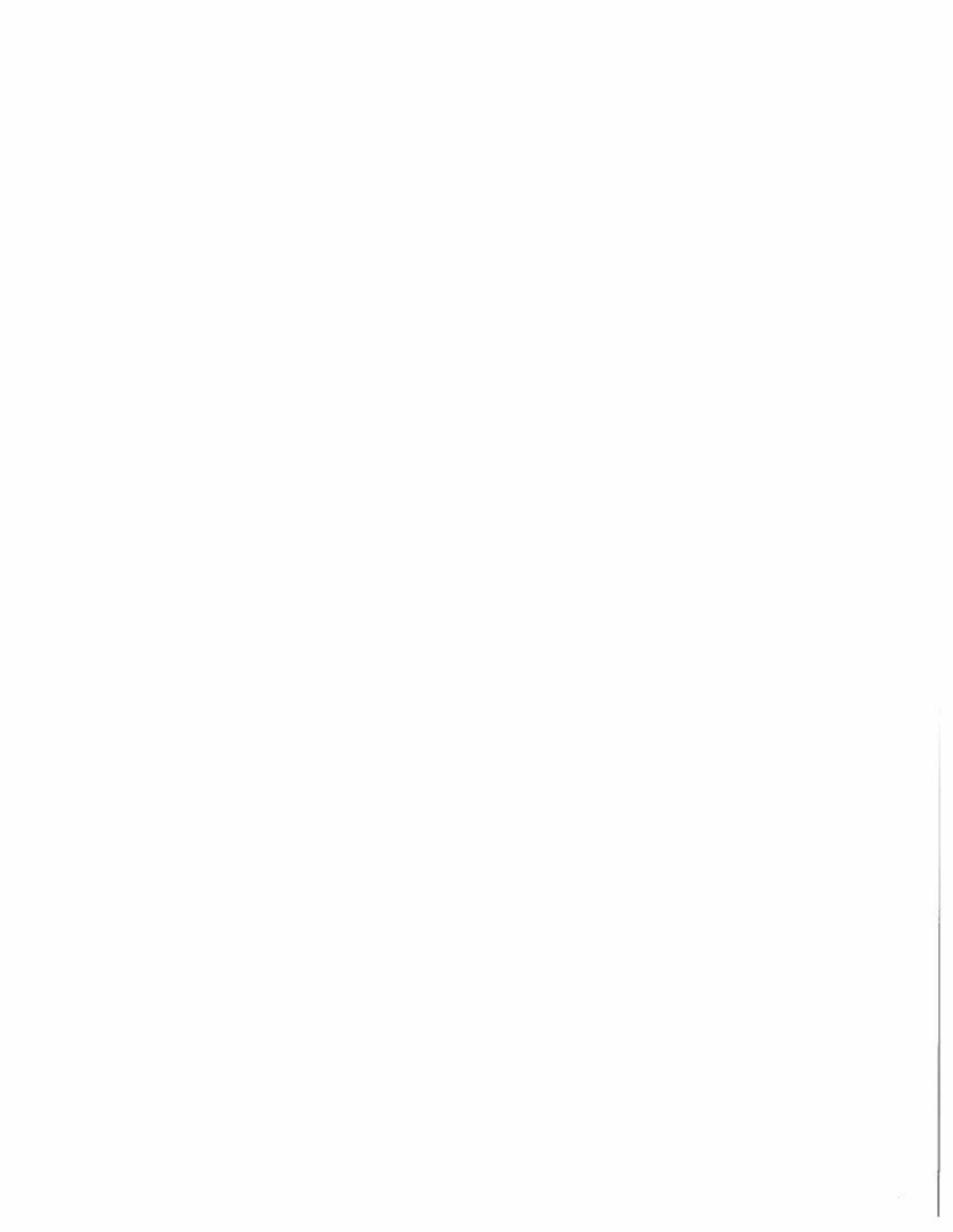
3.06 FINISHING CONCRETE

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Surface Finish: Finish surfaces according to CTDOT Form 816, 6.01.03.21 for "Surface Finish" and "Grout Clean-Down Finish." Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

3.07 NON-SHRINK GROUT

- A. All steel base/bearing plates shall be grouted with non-shrink grout. Place grout to provide full contact with base/bearing plate or leveling plate.
- B. Where leveling plate and base/bearing plate do not meet with a clearance of less than 0.05 inches, apply non-shrink grout over entire surface. If required, use steel wedges to maintain elevation.
- C. Leveling plate shall be set to provide full contact with base plate.

END OF SECTION 03 30 00



PART 1 GENERAL

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.01 SUMMARY

- A. This Section includes the design, fabrication and installation of a complete, sole source Permanent Beam Grandstand System, including but not limited to concrete foundations and piers, steel understructure, aluminum seating and decking, stairs, ramps, railings, guards and press box.
- B. Grandstands and Foundations design and detailing shall be certified by a Professional Engineer licensed in the State of Connecticut. All plans, details and shop drawings associated with the complete system shall be signed and sealed by said Engineer.
- C. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- D. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 03, Section 03 30 00 Cast-In-Place Concrete.
 - 3. Division 13, Section 13 12 60 Press Box.
 - 3. Division 31, Section 31 20 00 Site Earthwork.
 - 4. Division 32, Section 32 12 16 Bituminous Concrete Pavement.

1.02 DESIGN REQUIREMENTS

- A. Complete system shall comply with the current State of Connecticut Building Code in effect at the time of Bid, including but not limited to the following.
 - 1. Live Load: 100 psf gross horizontal projection.
 - 2. Lateral Sway Load: 24 plf seat plank.
 - 3. Perpendicular Sway Load: 10 plf seat plank.
 - 4. Live Load Seat and Tread Plank: 120 plf.
 - 5. Handrail and Guard Load: Per 1607.7 of the Code, generally, 50 plf applied in any direction and 200 pound concentrated load.

1.03 REFERENCES

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance and the following:
- B. Manufacturer Qualifications: Manufacturers must have a minimum of ten (10) years' experience in the manufacture of bleachers and grandstands.
- C. Installer Qualifications: Installer must have a minimum of ten (10) years' experience in the assembly and installation of the type of grandstand system herein specified. Employees to be trained and experienced in the installation of grandstands.
1. Installer shall provide on-site supervision by a qualified employee with a minimum of five (5) years' experience with similar installations during the entire installation and assembly period.
- D. Source Quality Control: Mill Test Certification.
- E. AISC Shop Certification.
- F. Welders: AWS Certified.

1.07 SUBMITTALS

- A. Shop drawings and details for a complete grandstand system.
1. Certification letter by Professional Engineer licensed in the State of Connecticut that bleachers and press box will be installed as per the State of Connecticut Building Code.
- B. Shop drawings for foundations and piers.
1. Certified by Professional Engineer licensed in the State of Connecticut.
 2. Steel reinforcing.
 3. Concrete design mix.
 4. Bolting / anchoring design.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Grandstand system shall be a complete system as manufactured by E & D Specialty Stands, Inc. 2081 Franklin St., P.O. Box 700, North Collins, NY. 14111, Tel (800) 525-8515, Fax (716) 337-3436, or approved equal.

2.02 PERMANENT BEAM GRANDSTAND

A. Product Description

1. Horizontal Beam Design: Vertical Columns placed 18 feet - 0 inches on center laterally. All horizontal beams are wide flange beams. Transverse bays are free of cross bracing the total length of the grandstand.
2. Stringers: Stringers are wide flange beams with steel angle rise and depth fabrication and are placed 6 feet - 0 inches on center.

B. Front Walkway

1. Walk way width 6 feet 2 inches.
2. Elevated 3 feet 6 inches above grade front of grandstand.

C. Grandstand Configuration

1. Home Side: 19 rows x 144'-0".
2. Visitors Side: 14 rows x 90'-0".
3. Both Sides: 8" rise x 24" run.

D. Decking

1. CHANNEL INTERLOCK DECK (CI). The planking shall be maintenance free, corrosion resistant all aluminum deck. There will be no gaps between the longitudinal joints of the planking. The deck extrusions shall have a minimum actual vertical support rib height of 1.75 inch and a nominal wall thickness of 0.080 inch. All deck extrusions shall "mate" longitudinally within the exterior vertical rib of the entire extrusion length to create a positive male/female tongue and groove connection for the elimination of independent individual deck member flex. The decking is so designed for strength and rigidity to prevent an "oil-canning" effect in the decking material. The tread surface shall have a non-slip anti-skid fluted design for safety and be designed for a concealed fastening system to the understructure.
2. Attachment to Decking: These extrusions shall be such that the attachment of the seat brackets, step brackets, mid-aisle rails and all other components that attach at the tread-riser is accomplished without deck penetrations. No through bolting or drilling of the aluminum tread-riser system shall be permitted. Only in areas where there is not a nose or heel channels will through bolting be acceptable. The system shall allow for seat and aisle reconfiguration at any time without evidence of its previous configuration.
3. Walking Surface Treatment: All aluminum intended as a walking surface, including walkways, aisles, walking surface in seating sections, stairs, ramps, platforms, handicap areas, and landings will exhibit a factory applied slip resistant surface treatment intended to minimize the effects of wet conditions for pedestrians safety. This surface treatment will increase the slip resistance of mill finish aluminum in all directions of travel, including parallel to the seating, to achieve 0.8 coefficient of friction (slip resistance) as measured by the Variable

Incidence Tribometer (VIT), under wet conditions as well as dry conditions. This testing machine is referenced in ASTM F-1679, Standard Test Method for using a Variable Incidence Tribometer.

4. Riser Board Planks: The riser is to be an extrusion of 6063-T6 aluminum alloy 0.078 inch wall thickness that has a male ridge running continuous at the top edge so designed that it will interlock into the front bottom of the nosing extrusion on the tread. The riser is to be of sufficient overall height to adequately lap the vertical projection of the back and lower tread extrusion.
5. Front Riser Closure: Supply riser plank as noted above from top of walkway to within 4" of grade the length of the stand, including end stairs.
6. Riser Board Finish: Powder coat system meeting AAMA 603.8-92 specifications with a hardness rating of 2H. (Specify Color).

E. Seating

1. 2" x 10" COMFORT EDGE SEAT BOARD: The seat board shall be maintenance free, corrosion resistant all aluminum plank. The seat shall be 10 inches wide and 2 inches tall with a rounded front edge. The seat board extrusions shall have four vertical support ribs at a minimum actual height of 1.75" and a nominal wall thickness of .080.
2. Finish: Clear anodized finish: 204R1, AA-M10C22A31, Class II.

F. Guardrails, Pipe and Fence System (Vinyl Fence)

1. Furnished on sides of the bleacher including stairs, ramps, vomitories and landings. The railing system shall be designed to meet all applicable codes. Rails shall be not less than 42 inches vertically above the leading edge of the seat board surface at the back and sides of the bleacher. Rails shall not be less than 42 inches above the elevated front footrests. The railings are to be 1 5/8" O.D. anodized aluminum pipe with end plugs at ends of straight runs and/ or elbows at corners. They are secured to angle rail posts with galvanized rail clamps and fasteners. Included on all sides of the bleacher will be 2" x 6 Ga. black vinyl coated chain link fencing fastened in place with aluminum ties.

G. Means of Egress

1. Stairs: Shall be provided per applicable codes and/or architects drawings. Stairs shall have a maximum rise of 7 inches and a maximum run of 11 inches with a 1 inch contrasting nose (black) to delineate the leading edge of each step. Risers shall be provided to fully close the space between the stair treads. The stair guardrails shall be 42" above the leading edge of the treads. Handrails shall extend at least 12 in beyond the top and bottom of the stair segment and shall be parallel with the floor or ground surface. The clear space between the handrail and the guardrail shall be 1-1/2 inch. Gripping surfaces shall be continuous. Top of handrail gripping surfaces shall be mounted between 34 in and 38 in above the leading edge of the treads. Ends of handrails shall be either rounded or returned smoothly to floor, wall or post. Handrails shall not rotate within their fittings.

2. Ramps: Shall be provided per applicable codes and/or architects drawings. The maximum slope of a ramp shall be 1:12. The maximum rise for any run shall be 30 inches. The minimum clear width of a ramp shall be 36 inches. Ramps shall have level landings at the bottom and top of each run. The landing shall be at least as wide as the ramp run leading to it. The landing length shall be a minimum of 60 in clear. If ramps change direction at landings, the minimum landing size shall be 60 in by 60 in. Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback or dogleg ramps shall always be continuous. If handrails are not continuous, they shall extend at least 12 in beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface. The clear space between the handrail and the guardrail shall be 1-1/2 inch. Gripping surfaces shall be continuous. Top of handrail gripping surfaces shall be mounted between 34 in and 38 in above ramp surfaces. Ends of handrails shall be either rounded or returned smoothly to floor, wall or post. Handrails shall not rotate within their fittings.
3. Aisles: Aisles with seating on both sides shall have a 36-inch high, 1 5/8" O.D. anodized aluminum pipe handrail with intermediate rail at approximately 22 inches above tread. Each aisle shall have contrasting nosing with black powder coat finish.

H. Handicap Provisions

1. Handicapped seating shall be provided per applicable codes and the (American's with Disabilities Act) for wheelchair accessibility and/or architects drawings. All handicapped seating will be in pairs. All handicapped seating to have a companion seat adjacent to them. Wheelchair pockets inset into the front rows of seating will be enclosed on all three sides with no exposed vertical rise allowed.

2.03. MATERIALS/FINISHES

A. Substructure

1. Structural shapes meet one of the following ASTM specifications: A36, A36/A572 grade 50, A572 grade 50, A529-50 or A500 grade B.
2. Shop connections are seal welds.
3. After fabrication, all steel is hot-dipped galvanized to ASTM-A-123 specifications.

B. Extruded Aluminum

1. Extruded aluminum alloy 6063-T6.
2. Clear anodized finish: 204R1, AA-M10C22A31, Class II.
3. Mill finish, Tread Planks: Extruded aluminum alloy, 6063-T6 mill finish.

2.04 ACCESSORIES

- A. Hardware:
 - 1. High Strength Bolts and Nuts - ASTM A-325 steel. Hot dipped galvanized.
 - 2. Ordinary Bolts and Nuts - ASTM A-307. Hot dipped galvanized.
 - 3. Hold-Down Clip Assemblies - Aluminum alloy 6063-T6.
 - 4. Screws shall be 410 Stainless steel with ProCorr coating
- B. End Caps:
 - 1. Tread Planks: Single planks and multiple planks shall be capped with a one piece end cap. Extruded aluminum 6063-T6. Clear anodized finish: 204R1, AA-M10C22A31, Class II. Attached with stainless steel screws.
 - 2. Seat Planks: End cap should encapsulate the end of the plank leaving no part the cut end exposed. The end cap shall be made of stamped aluminum with smooth edges and Clear anodized finish: 204R1, AA-M10C22A31, Class II. Attached with stainless steel screws.
- C. Joint Sleeve Assembly: To be inserted in flat plank to maintain true alignment in joining together two plank pieces.
- D. Hand Railing: Extruded aluminum alloy, 6063-T6 clear anodized 204R1, AA-M10C22A31, Class II.
- E. Aisle Nose and Stair Nose: Aluminum alloy, 6063-T6, non-skid black powder coated finish or other paint system meeting AAMA 603.8-92 specifications with a hardness rating of 2H.

2.05 FOUNDATIONS / PIERS

- A. Concrete foundations and piers of sufficient size and reinforcement to support the total live and dead loads of the grandstands, press box and all other parts of the structure.
 - 1. Contractor shall provide design of foundations, piers and anchoring.
 - 2. Owner shall provide geotechnical information.
 - 3. Concrete and reinforcing is specified in Section 13 30 00 Cast-In-Place Concrete.
 - 5. Anchor bolts shall be hot-dipped galvanized.
- B. Where structure is to be anchored directly to concrete pavement and anchor bolts are not cast directly into pavement, core drill and epoxy bolts in place.

PART 3 EXECUTION

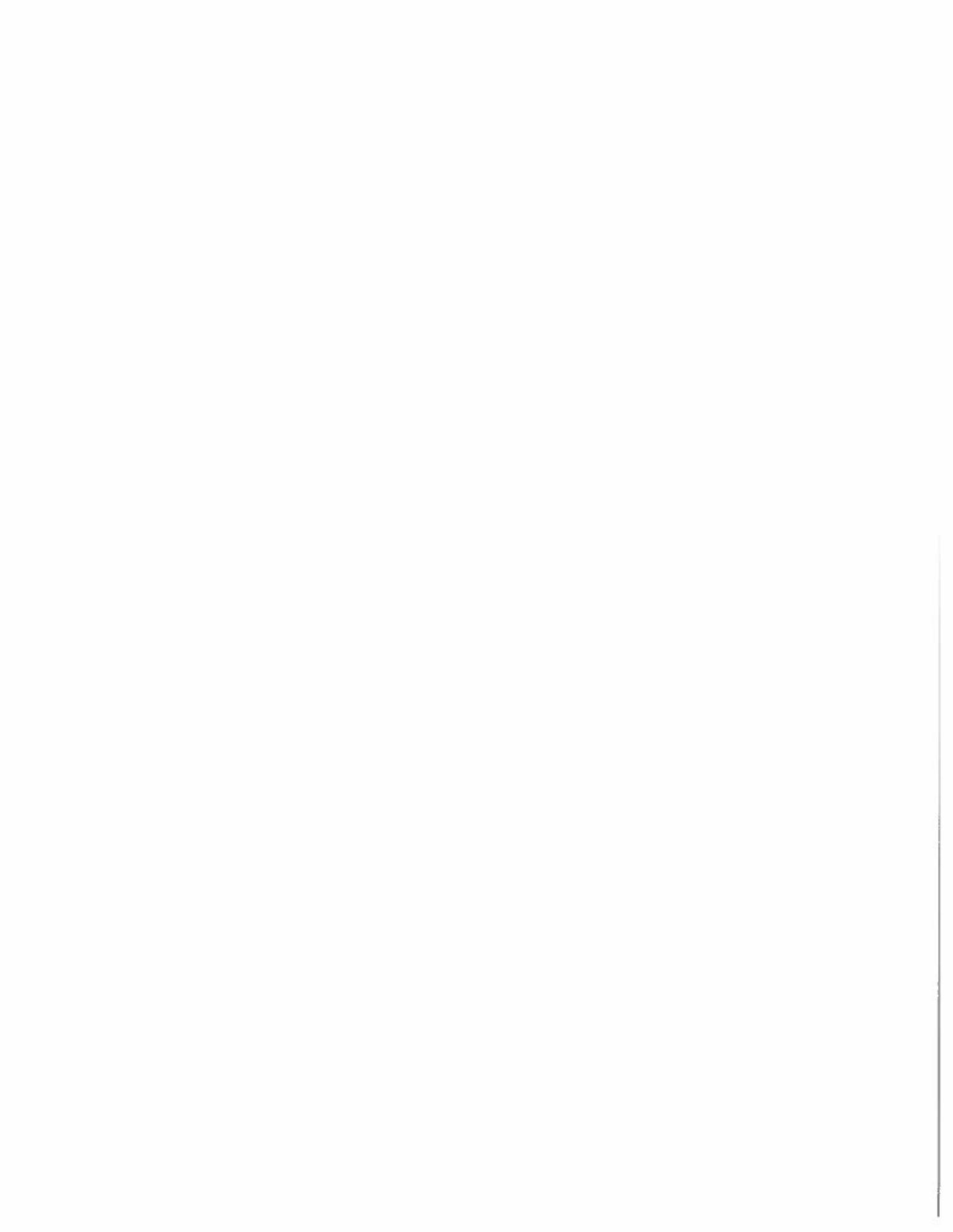
3.01 INSTALLATION

- A. Complete installation as per approved shop drawings and manufacturer's instructions.
- B. After installation, unit shall be inspected for proper alignment and function.

3.02 WARRANTY

- A. Grandstands shall be warranted for 3 years for finishes and 5 years for structure against defects in materials and workmanship starting at the date of Final Acceptance. This does not apply to any damage resulting from neglect, misuse or improper handling of such material by the Owner.
- B. Any exposed mill finish aluminum surface will become discolored due to oxidation, which is a natural occurrence. The bleacher manufacturer will not be responsible for discoloration of oxidized mill finish aluminum.

END OF SECTION 13 12 50



PART 1 GENERAL

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.01 SUMMARY

- A. This Section includes the design, fabrication and installation of a complete, sole source modular Press Box as part of the permanent beam grandstand system.
- B. Grandstand, Foundations and Press Box design and detailing shall be certified by a Professional Engineer licensed in the State of Connecticut. All plans, details and shop drawings associated with the complete system shall be signed and sealed by said Engineer.
- C. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- D. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 03, Section 03 30 00 Cast-In-Place Concrete.
 - 2. Division 13, Section 13 12 50 Grandstands.
 - 3. Division 31, Section 31 20 00 Site Earthwork.

1.02 DESIGN REQUIREMENTS

- A. Complete system shall comply with the current State of Connecticut Building Code in effect at the time of Bid.
 - 1. Use Group A-5.
 - 2. Construction Type V-B.

1.03 REFERENCES

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.
- B. Manufacturer Qualifications: Manufacturers must have a minimum of ten (10) years' experience in the manufacture of modular press boxes.
- C. Installer Qualifications: Installer must have a minimum of ten (10) years' experience in the assembly and installation modular press boxes as an integral part of the type of grandstand system herein specified. Employees to be trained and experienced in the installation of grandstands.
 - 1. Installer shall provide on-site supervision by a qualified employee with a minimum of five (5) years' experience with similar installations during the entire installation and assembly period.

1.07 SUBMITTALS

- A. Shop drawings and details for a complete modular press box to be installed with the specified grandstand system.
 - 1. Certified by Professional Engineer licensed in the State of Connecticut.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Press Box shall be as shown on the plans and herein specified, as manufactured by E & D Specialty Stands, Inc. 2081 Franklin St. P.O. Box 700 North Collins, NY. 14111, Tel (800) 525-8515, Fax (716) 337-3436, or approved equal.
- B. FLOOR CONSTRUCTION
 - 1. Bottom Board: 1/2" CDX plywood (painted black). Continuous aluminum vents on 8' centers. (min. of 2)
 - 2. Insulation: Min. R-19 fiberglass batts, with vapor barrier.
 - 3. Joists: 2" x 6" #1 SYP, on 16" centers, longitudinal framing.
 - 4. Decking: 3/4" Sturdifloor, underlayment grade, tongue and groove fir plywood, (Index 24" O.C.).
 - 5. Covering: 1/8" Armstrong Excelon vinyl composition tile, Cottage Tan.
 - 6. Molding: 4" Thermoplastic rubber base molding by Roppe.
- C. WALL CONSTRUCTION
 - 1. Studs: 2" x 4", #2 or better SPF, on 16" centers, IBC framing.
 - 2. Bottom Plate: 2" x 4" #2 or better SPF.
 - 3. Top Plates: (2) 2" x 4" #2 or better SPF.
 - 4. Headers: As span and design load requires

5. Ceiling Height: 8'-0" x 7'10", front to back.
6. Covering: 5/8" vinyl-faced gypsum panels, Class A, F.S.R.
7. Insulation: Min. R-11 fiberglass batts with vapor barrier.
8. Sheathing: 1/2" CDX plywood. House wrap air infiltration barrier
9. Siding: Mastic .048 vertical board and batten premium vinyl siding panels.

D. ROOF CONSTRUCTION

1. Joists: 2" x 8", #2 SPF, 16" O.C. spacing or #1 SYP as required.
2. Overhang: 15-1/2" over front wall; 6" over rear wall. 0.019 aluminum fascia with perforated aluminum soffit panels.
3. Ceiling: 5/8" gypsum board, taped and bedded with spray textured finish, Class A F.S.R.
4. Insulation: Min. R-19 fiberglass batts with vapor barrier.
5. Decking: 3/4" tongue & groove oriented strand board (Index 24" O.C.).
6. Covering: 0.060 single-ply EPDM rubber membrane, fully adhered.

E. WINDOWS

1. Lindsay #3300 "Earthwise Series" AAMA LC25 Grade Light commercial horizontal sliders with extruded vinyl frames, 3/4" insulated Low-E, argon filled tempered safety glass and removable insect screens. (Both sashes are removable)

F. DOORS

1. Masonite "Oakcraft" wood-grain textured insulated fiberglass entry door with solid vinyl jambs; 16" insulated/tempered lite, aluminum threshold, vinyl weather stops, stainless steel hinges and heavy-duty retention chain. Doors equipped with commercial lever handled keyed locksets.

G. ELECTRICAL

1. Service Entrance Panel: Square D QO112M100 with Main Disconnect; rated at 120/240v, single phase, 100 amp capacity.
2. Receptacles: Pass & Seymour 125 volt/15 amp duplex, spec-grade, along the rear wall. Wiremold 5400 Series two-piece multi-channel, dual voltage, non-metallic surface raceway along front wall below scorer's counter, outlets on 48" centers.
3. Lighting: Lithonia M232PC1S 4-ft. 2-tube fluorescent strips with parabolic diffusers.
4. Exterior: Nuvo #77-749 light fixture with 23 watt fluorescent bulb and photo eye.
5. Emergency/Exit: Lithonia ECR-LED-HO emergency combination exit/flood light with 90 min. battery back-up and ECA-LED-WP remote emergency flood light
6. Circuits: All branch circuit wiring is minimum #12 THHN encased in EMT thin wall conduit or MC cable.
7. HVAC: None

H. SCORER'S COUNTER

1. 8" deep x 3/4" lauan grade plywood with 1-1/2" x 2" edge, surfaced with .060 plastic laminate, Nevamar Neutra Matrix.

I. CAMERA DECKS

1. Hatch: Bilco Model NB50 2'6" x 4'6" aluminum roof hatch.
2. Ladder (Aluminum): Alaco Model 370 70-degree ships ladder.
3. Roof Surface: 0.060 polyester reinforced skid and spike resistant PVC membrane, fully adhered.
4. Railings: prepped-for 1/2" galvanized threaded bolts & nuts through roof fascia on 48" centers along perimeter edge of roof.

PART 3 EXECUTION

3.01 INSTALLATION

- A. All work will be performed by factory-trained technicians with a minimum of 10 years' experience in press box and bleacher seating installation. Complete installation as per approved shop drawings and manufacturer's instructions.
- B. After installation, unit shall be inspected for proper alignment and function.

3.02 WARRANTY

- A. Press Box shall be warranted for 1 year against defects in materials and workmanship starting after completion of the project. This does not apply to any damage resulting from neglect, misuse or improper handling of such material by the owner.

END OF SECTION 13 12 60

PART 1 GENERAL

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

1.01 SUMMARY

- A. The work of this Section includes, but is not limited to:
1. Excavating all types of materials to limits indicated or required, including soil, topsoil, utilities, foundations, pavements, debris, and any other materials and obstructions for below grade construction and other site improvements shown on the Drawings, including rock or ledge of such consistency or volume that it can be moved by bulldozer or other equipment.
 2. Providing, placing, moisture conditioning, compacting, and grading of fill and backfill materials to the specified limits and percent compaction required to construct slabs, structures, utilities, roadways and other site improvements shown on the Drawings.
 3. Handling, segregating, and stockpiling materials utilized during the course of the work.
 4. Removing from the site and legally disposing of excess materials and materials that are not suitable for on-site re-use in accordance with the Specifications.
 5. Protecting existing utilities, structures and other facilities to remain during the work.
 6. Providing plant, labor, equipment and materials and performing operations in connection with legally collecting, removing, handling and discharging groundwater and surface water encountered during construction.
 7. Preventing trafficking of soil materials onto public roads or sidewalks, and providing street cleaning if required to remove such materials during the work.
 8. Obtaining, paying for and complying with all required permits, licenses, and approvals prior to commencing the work.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
1. Division 31, Section 31 23 33 Trenching & Backfilling.

2. Division 31, Section 31 25 00 Erosion Controls.
3. Division 32, Section 32 91 13 Topsoil.
4. Division 33, Section 33 40 00 Storm Drainage.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 ADDITIONAL DEFINITIONS

- A. Trench: Excavation of any length where width at top is less than twice the depth and depth is greater than 5 feet. All other excavations shall be classed as open.
- B. Backfill: Soil materials used to fill an excavation.
- C. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- D. Final Backfill: Backfill placed over initial backfill to fill a trench.
- E. Base Course: Layer placed between the subbase course and pavement.
- F. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- G. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- H. Excavation: Removal of material encountered above subgrade elevations.
- I. Additional Excavation: Excavation below subgrade elevations as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- J. Earthwork (Mass Excavation): Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
- K. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- L. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment without systematic drilling, ram hammering, ripping, or blasting (when permitted).
- M. Fill: Soil materials used to raise existing grades.
- N. Subbase Course: Layer placed between the subgrade and base course for paving, where applicable.
- O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

- P. Utilities: Include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- 1.05 QUALITY ASSURANCE
- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.
- 1.06 LINES, GRADES AND TOLERANCES
- A. The Contractor shall be responsible for establishing lines, grades, and other survey control to complete the work. The Contractor shall be responsible for the maintenance and protection of the survey control reference points and location stakes. The Contractor shall employ a licensed Registered Land Surveyor or a Registered Civil Engineer, familiar with building construction, to establish lines and levels. The Contractor shall be responsible for the correct location of the proposed facilities, including locations and elevations and limits of excavations and fills.
- B. Finished grades, contours, and elevations indicated on the Drawings describe final surface elevations for completed construction. Spot elevations shall take precedence over contours. The Contractor shall review the Drawing details and Specifications carefully to ascertain specific work limits and requirements for this Contract.
- C. The Contractor is responsible for constructing subgrades to elevations and slopes in order for installation of finish layers (topsoil or pavement) to meet finish grade shown on drawings and details. Adjustments required to conform to plans and details shall be at the Contractors expense.
- D. Maintain the moisture content of the fill material during placement within plus or minus two percent of the material's optimum moisture content per ASTM D1557.
- 1.07 PERMITS, CODES AND SAFETY REQUIREMENTS
- A. Comply with all rules, regulations, laws and ordinances of the Municipality, State, Federal, and all other authorities having jurisdiction over the project site. All labor, materials, equipment and services necessary to make the work comply with such requirements shall be provided by the Contractor without additional cost to the Owner.
- B. The Contractor shall procure and pay for all permits and licenses required for the complete work specified herein and shown on the Drawings.
- 1.08 EXISTING UTILITIES
- A. Existing utilities remaining in service, including those remaining in service until after relocation and relocated utilities are shown on the Drawings. Before excavating near any existing utilities, notify the utility owner, coordinate protective work and comply with the utility owners' requirements. Safeguard and protect from damage or movement any existing services, utilities and utility structures uncovered or encountered which are to remain in service.

- B. Inactive or abandoned utilities encountered during construction operations shall be removed, plugged or capped as directed by the Architect. The location of such utilities shall be noted on the Record Drawings and reported in writing to the Architect

1.09 UNIT PRICES

- A. If unforeseen additional excavation is required, or work of the Contract is added to or deducted from, the following unit prices (per cubic yard) will be used, unless included as standard Unit Pricing on the Bid Form:

1. Earth excavation by machine:
 - a. Open Areas (all): Add \$ 18.81 Deduct \$ 15.05
 - b. Trenches (0' – 4' depth): Add \$ 14.27 Deduct \$ 11.40
 - c. Trenches (4' – 10' depth): Add \$ 19.71 Deduct \$ 15.75
2. Earth Excavation by Hand:
 - a. Trenches (0' – 6' depth): Add \$ 36.00 Deduct \$ 28.80
 - b. Trenches (below 6' depth): Price to be negotiated.

- B. Unit prices for additions to or deductions from the work as specified in this Section include all costs, overhead and profit for all parties involved in the work, including surveying.
- C. Unit prices are for the specified work measured in place as defined in this Section. "Truck measurements" are not acceptable.
- D. No allowance or payment shall be made for any removal beyond the measured limits as herein specified.
- E. Unit Prices include all equipment and labor required to perform the work, including all excavation and disposal of surplus or unsuitable materials.
 1. Where existing excavated material is suitable, as defined elsewhere in this Specification, the Unit Pricing includes its placement in the excavated area.
 2. Where replacement of excavated area requires backfill material from off-site sources, the equal replacement volume, including trucking and installation, will be paid for at unit prices for materials elsewhere included in the Contract, or at a pre-negotiated price.
- F. Where the conditions of additions to or deductions from the work of this Section are clearly of a special nature not adequately defined in these Specifications, the Contractor may request in writing reconsideration of the Unit Prices, and if granted, will negotiate a price for the work.

1.10 SUBMITTALS

- A. Provide a gradation analysis by sieving in accordance with ASTM D 422 and a moisture-dry density curve (Modified Proctor Test) in accordance with ASTM D1557C from each source for each of the following:
1. Common Fill.

2. On-site material the Contractor may propose for re-use.
3. Sand Borrow.

PART 2. PRODUCTS

2.01 MATERIALS

- A. Earth materials for use as fills shall be as described below. All soil materials proposed for importing to the site shall be clean, mineral soil materials from approved borrow sources, free of any contamination. Materials from construction sites or other non-commercial borrow sources shall not be imported to the site without prior approval of the Architect.
 1. Earth materials used for pavement base and utility installation are specified elsewhere.
- B. Soil materials to be used as fill will be evaluated, based in part on information submitted by the Contractor to the Architect. Materials may be rejected for use based on the results of the evaluation. Materials shall not be brought to the site without prior approval of the Architect. Off-site materials, which are rejected for use, if brought to the site, shall be immediately removed by the Contractor at his own expense.
- C. Common Fill shall be free of organic materials, roots, roots more than 18 inches long or 1/2 inch in diameter, stones over 8 inches in diameter, Bituminous concrete or asphalt, concrete, brick, construction debris, plastic, metal, wood, loam, trash, wood, snow, ice, frozen soil, clay and other compressible or deleterious materials.
- D. Sand Borrow: Sand Borrow shall consist of clean, inert, hard, durable grains of quartz or other hard, durable rock, free from loam or clay, surface coatings and deleterious materials. The maximum size for Sand Borrow shall be 1/4 inch. The allowable amount of material passing a No. 200 sieve shall not exceed 10 percent by weight.

PART 3. EXECUTION

3.01 STRIPPING, HANDLING, SEGREGATION AND STOCKPILING OF MATERIALS

- A. During the course of the work, various quantities of materials will be accumulated and stockpiled for future re-use on-site or for off-site disposition. All excavated soils shall be classified by the Architect prior to use on the site. The Contractor shall handle, segregate to prevent intermixing of different materials, protect, stockpile, and dispose of the excavated soils, as required.
- B. Strip topsoil from areas to be excavated or filled and stockpile where it will least interfere with construction operations. Stockpiled topsoil shall be free of any subsoil, stones, clods of hard earth, plants or their roots, sticks or other matter not conducive to plant growth. Stockpiling shall be coordinated by the Construction Manager and shall comply with the requirements of Specification "Sedimentation and Erosion Control". Refer to Specifications Section 'Topsoil' for finished topsoil requirements.

3.02 USE OF MATERIALS

- A. Common Fill: Use to backfill or raise general site grades below all pavement cross sections and structures.
- B. Sand Borrow: As shown on the drawings or as requested in writing for approval.

3.03 EXCAVATION

- A. Excavation shall include the removal of all materials encountered including earth, organic soils, boulders, pavement, utilities, obstructions, foundations, slabs, incidental structures and other materials to the elevations and limits required to construct the work shown on the Drawings. Excavations for footings shall be to naturally-deposited, inorganic bearing soils acceptable to the Architect.
- B. Excavation, subgrade preparation and backfilling shall be performed in-the-dry.
- C. The Contractor shall control the grading so that ground is pitched to prevent water from running into excavated areas, damaging other structures, or leaving the site.
- D. Where soil has been softened, frozen or otherwise disturbed, it shall be removed and replaced with suitable material at no additional cost to the Contract.
- E. Exercise care to preserve materials below and beyond the lines of excavation. Where excavation is carried out, through error, below indicated grade or beyond the lines of excavation, backfill to the indicated grade and compact with acceptable materials at no additional cost to the Owner.
- F. Authorized Additional Excavation: Where the Architect determines that the soil encountered at the elevations shown is unsuitable material, a Change Order will be issued to remove the unsuitable soil, fill with approved fill material and compact as hereinafter specified.
- G. The Contractor shall shore, brace and/or slope excavations in compliance with OSHA. The Contractor shall be solely responsible for protection of existing or new facilities and for maintaining site safety in accordance with OSHA and other applicable regulations. Lateral excavation support systems shall be designed to retain and provide full support for adjacent soil, rock, structures, utilities, light fixtures, streets and other features and protect them from damage due to settlement, lateral movement, loss of ground, or any other causes related to this construction. In addition, the support system must be located to allow new construction to be completed. Lateral excavation support systems shall be designed for all temporary and permanent loading conditions to which it will be subjected.
- H. When, in the opinion of the Architect, unstable bearing soils are encountered at excavation subgrade, over-excavate at least 1 foot below the required excavation subgrade (or deeper as necessary) to a firm and stable subgrade. Place sub-bedding material consisting of compacted Granular Fill, or Crushed Stone wrapped in non-woven geotextile, up to the bottom of the required excavation. This additional excavation and backfilling work shall be performed at unit pricing contained in this contract.

3.04 DEWATERING

- A. Provide, operate and maintain site and subsurface drainage and dewatering in an acceptable manner as required to complete the work throughout the course of the project.
- B. Provide, maintain, and operate sumps, wells, pumps and related equipment, including stand-by equipment, of sufficient capacity to maintain excavations and trenches free of water 24 hours per day to enable all work to be conducted in-the-dry and to protect bearing surfaces from disturbance.
- C. Water from excavations shall be disposed of in such manner as will not cause injury to public health, public and private property, existing work, work to be completed or in progress, roads, walks, and streets, or cause any interference with use of same by public. Under no circumstances shall concrete or fill be placed in excavations containing free water.
- D. Pumped groundwater and surface water runoff shall be filtered or initially pumped to a settling basin to remove suspended solids prior to discharge. See Soil Erosion Control Plans.
- E. Discharge of pumped water, either surface water runoff or groundwater, shall be in compliance with discharge criteria contained in permits issued by governing agencies, and all legal requirements and regulations. Discharge into municipal systems shall not be conducted without obtaining the required permits from the authority having jurisdiction. Costs of any such permit shall be paid for by the Contractor.

3.05 SUBGRADE PREPARATION

- A. Prepare subgrades for structures, pavements or fill in the presence of the Architect. General requirements are as follows:
 - 1. Footings shall bear on naturally-deposited sand or Compacted Granular Fill on the naturally-deposited sand.
 - 2. Pavement sections shall be supported on existing soils, common fill, unless required compaction cannot be obtained.
- B. Remove vegetation, debris, loam, subsoil, trash, wood, unsatisfactory soil materials, obstructions, and deleterious materials from subgrade surfaces prior to fill placement. Subgrades that become soft or unstable due to inadequate dewatering, caving of the excavation, prolonged exposure, improper methods or other causes shall be re-excavated and re-prepared at no additional cost to the Owner.
- C. Care shall be taken to avoid disturbance to natural inorganic soil or previously-placed fill subgrades in areas to receive fill or support future structures.
- D. Upon completion of the required excavation, removal of disturbed or otherwise unsuitable material, and observation of the subgrade by the Architect, proof roll the subgrade with at least four passes of a self-propelled vibratory roller imparting at least 25,000 lbs. of dynamic force deemed acceptable by the Architect. In limited access areas, proof-roll the subgrade using walk-behind vibratory drum roller or other equivalent equipment deemed acceptable by the Architect.

- E. In areas of weaving or soft or unstable soils, the soft materials shall be excavated and replaced with Compacted Granular Fill, Crushed Stone on geotextile, or other materials acceptable to the Architect.
- F. Prevent foundation and slab bearing subgrades from freezing and frost at all times, before and after placing additional fill or structures, by backfilling, use of insulated blankets or other approved methods. Soil subgrades in structure or site areas that freeze prior to concrete placement or further filling shall be thawed and recompacted, or the frozen soil removed and replaced with acceptable material, as directed by the Architect.

3.06 PLACEMENT AND COMPACTION OF FILL MATERIALS

A. Fill Placement:

- 1. Prior to placement of fill deliver representative samples and testing results of each type of proposed borrow material to the Architect for determination of suitability.
- 2. Place and compact fill to the limits, of the types and in the manner as specified herein and shown on the Drawings. Unless otherwise specified or directed, material used for filling and backfilling shall meet the requirements specified under Part 2, Products. If material removed from the excavations does not meet requirements specified herein, provide material that does meet the criteria for backfilling.
- 3. Slope and compact soil surfaces at the end of each day to provide for free surface drainage. Protect structures and pipes from damage during backfilling operations.
- 4. Do not place fill containing frozen materials, snow or ice. Do not place fill, susceptible to freezing, in temperatures less than 32 degrees Fahrenheit. Do not place fill over frozen ground.
- 5. Placement of fill shall not begin prior to observation and approval of subgrade conditions by the Architect.
- 6. Protect foundations, footings, waterproofing, utilities and other facilities during backfilling. Repair damage at no additional cost to the Owner.
- 7. Compaction shall be performed using approved vibratory compaction equipment. Compaction by puddling or jetting is prohibited.
- 8. Control groundwater and surface run-off to minimize disturbance of material being placed. Dewater all subgrades prior to filling. Place all fill in-the-dry on stable, undisturbed subgrades.

B. Trench Backfill is specified in Division 31, Section 31 23 33 Trenching & Backfilling.

C. Compaction Equipment

- 1. Compaction equipment used to compact soil in open areas where space permits shall consist of vibratory rollers weighing at least 10,000 pounds, pneumatic compactors or other similar approved equipment sufficient to provide a firm, stable subgrade and achieve the required compaction.

2. Compaction equipment used in tight access areas shall consist of a walk-behind vibratory drum roller or other equivalent equipment sufficient to provide a firm, stable subgrade and achieve the required compaction.

D. Compaction Requirements

1. The degree of compaction is expressed as the in-place dry unit weight as a percentage of the maximum dry density at optimum moisture content as determined by ASTM Test D1557 (Procedure C). Fill and backfill shall be compacted to at least the following minimum compaction requirements:

<u>AREAS</u>	<u>Minimum Percent Compaction</u>
Pavements, slabs, and gravel base	95%
Deeper than 3 feet below exterior slabs, sidewalks, pavements	85%
Landscape, Field and Lawn areas	85%

E. Moisture Control

1. The fill should generally be within 2 percent of its optimum moisture content to facilitate compaction.
2. Fill too wet for proper compaction shall be harrowed or otherwise treated to achieve compaction to the required density. Fill that cannot be dried shall be removed and replaced with drier material.
3. Fill too dry for proper compaction shall be watered uniformly over the surface of the top loose layer. Sufficient water shall be added to allow compaction to the required density.
4. In no case shall fill be placed over material that is frozen or shall frozen fill be used as backfill. No fill shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, fill operations shall not be resumed until the moisture content and the density of the previously placed fill are as specified.
5. Soils excavated from on-site may be too wet and may require moisture conditioning prior to reuse on-site in order to provide a firm, stable subgrade and achieve the specified compaction requirements.

F. Lift Thickness

1. Place fill in uniform horizontal layers.
2. Place fill in layers not to exceed 12 inches in loose lift thickness prior to compaction when utilizing heavy self-propelled vibratory compaction equipment, and 6 inches when utilizing hand-operated compaction equipment. Compact material with a minimum of four (4) complete coverages per lift.

G. Protection of Fill

1. In the event of and prior to heavy rains, the Contractor shall suspend fill operations immediately and shall take steps to keep the site as well drained as

possible. Fill operations shall not be resumed until the moisture content of the fill meets the requirements of the Specifications.

2. All excavated or filled areas disturbed during construction, all loose or saturated soil, and other areas that do not meet compaction requirements as specified herein shall be removed and replaced with suitable materials to obtain the specified compaction requirements. Costs of removal of disturbed material and replacement shall be borne by the Contractor

H. Subgrade Surface Elevations

1. Upon completion of the rough earthwork, compacted subgrades shall be left in a firm, stable, unyielding, uniform condition, free of ruts and surface irregularities, in accordance with the grading requirements shown on the Drawings. All final surface grades and subgrades shall be prepared within ½ inch of the grades shown on the Drawings as determined with a 10' straight edge. Subgrades shall be approved by the Architect prior to placement of Topsoil, and Surface course materials.
2. Uniformly smooth-grade all areas to be graded, as indicated and as directed, including excavated sections and all areas disturbed as a result of the Contractor's operations.

3.07 PROCEDURES FOR USE OF UNIT PRICES

- A. Contractor shall provide the Architect with a survey, by a licensed surveyor elsewhere define, to accurately show the top of the surface by contours and/or spot grades on a grid to allow for proper calculation of quantities to be removed. At the conclusion of excavation, provide survey of bottom of excavation and calculate the quantities.
- B. Proceed with excavation only after all parties involved have agreed to the exact extent of work to be performed, basis for calculating quantities and basis for payment. Any work performed prior to this shall be at the Contractor's expense.
- C. Provide required backfill as necessary to replace volume of material removed, unless otherwise directed by Architect.
- D. Conduct all work in accordance with OSHA requirements and other applicable laws and regulations, and with the requirements of all federal, state, and local agencies and authorities having jurisdiction over the work.
- E. Remove and legally dispose of all excess material off-site, unless directed otherwise by the Architect.

3.08 MATERIAL DISPOSAL

- A. All excess material shall be removed from the site and disposed of in a legal manner.

END OF SECTION 31 20 00

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the work for Trenching and Backfilling for the installation of underground site utilities in the locations shown on the drawings, as detailed and in these Specifications.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 02, Section 02 41 13 Selective Site Demolition.
 - 2. Division 31, Section 31 20 00 Site Earthwork.
 - 3. Division 33, Section 33 40 00 Storm Drainage.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.

1.05 SUBMITTALS

- A. Sieve analysis for bedding material.
- B. If required, sieve analysis for 3/4 inch Stone.
- C. Warning Marking Tape.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bedding Material: Sand or sandy soil, all of which passes a 3/8 inch sieve with not more than 10 percent passing the No. 200 sieve, free of all contaminants.
 - 1. Where groundwater is encountered, at the direction of the Engineer, 3/4 inch stone conforming to CTDOT Form 816, Section M.01.01 No. 6 may be used.
- B. Warning Marking Tape: Utility marking tape of a sufficient width to be detectable to a minimum depth of 24 inches and emblazoned with notation of the type of utility being buried.

PART 3 EXECUTION

3.01 GENERAL

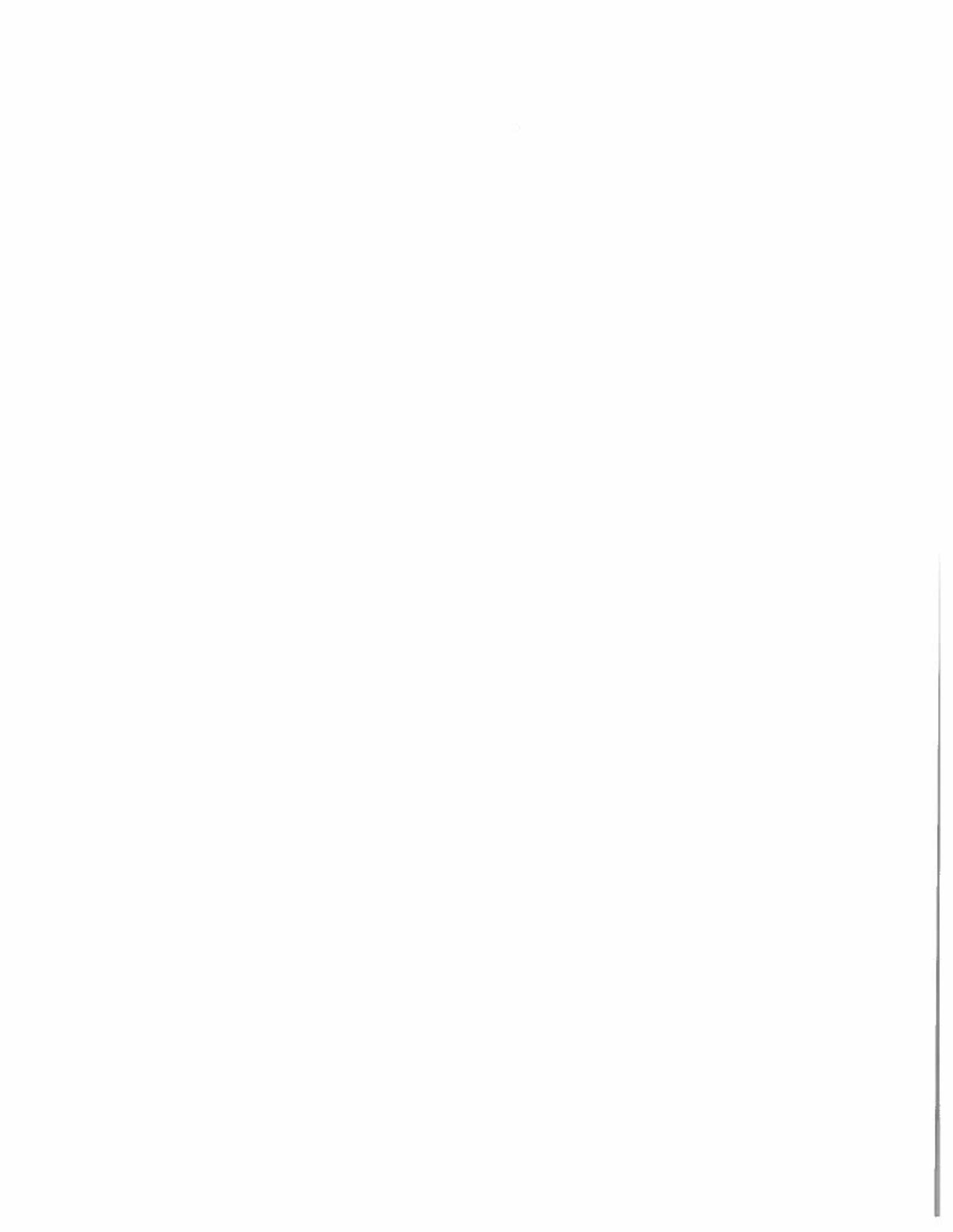
- A. Provide separate trenches for each utility, unless shown otherwise on the drawings.
- B. Lay pipe, conduit or utility in open trenches, unless shown otherwise. Tunneling or ramming must be requested in writing by the Contractor and approved by the Architect.
- C. Compaction requirements are noted in Division 32, Section 31 20 00 Site Earthwork.
- D. Where trenching crosses roads, drives, or pedestrian access required by the Site Safety and Operation Plan, provide the necessary temporary plates or other products to maintain ready access for all emergency apparatus.
- E. Provide all shoring, bracing and other items necessary to retain banks and walls of trenches from cave-ins or displacement of adjacent ground in accordance with all local, state and federal codes.
- F. Maintain all trenches free from standing water until work is complete. Dewatering, pumping or well-pointing shall be at the Contractor's expense and shall be performed in accordance with the requirements of the Erosion Control Plans.

3.02 INSTALLATION

- A. Width of trench: Excavate trenches to sufficient width and depth for the proper installation of the utility being installed. Maximum width as follows:
 - 1. Pipes up to 30 inches in diameter: Diameter of pipe plus two (2) feet.
 - 2. Pipes 30 inches or greater in diameter: Diameter of pipe plus three (3) feet.
- B. Bottom of trench: Grade the bottom of trench evenly to provide a uniform bearing surface for the full length of the pipe to a depth six (6) inches minimum below the pipe.
 - 1. Excavate as necessary at pipe joint bells to maintain the six (6) inch minimum.
- C. Install bedding material on compacted subgrade to a minimum depth of six (6) inches and compact. Add additional bedding material, shaped to receive the pipe to a height of 10 percent of the pipe diameter.

- D. Install the pipe on preshaped bedding material as specified for the type of utility being installed. Backfill the pipe with additional bedding material as follows:
1. Pipes smaller than 12 inches: Backfill to six (6) inches above the pipe.
 2. Pipe 12 inches and greater: Backfill to 25 percent of the pipe's height.
 3. Do not install frozen or muddy material.
- E. Backfill the trench above the bedding material with suitable material as specified provided it does not contain any stones greater than 3 1/2 inches in greatest dimension.
1. Existing excavated soils may be used provided they meet the definition of Common Fill specified in Division 31, Section 31 23 00 Site Earthwork.
 2. Backfill in six (6) inch lifts and compact as specified.
 2. Paved areas: For trenches in paved areas, backfill trench with granular fill only, in six (6) inch lifts and compacted as specified.
 3. Do not install frozen or muddy material or material containing rocks, boulders or other extraneous material.
 4. Place utility marking tape a minimum 12 inches above all piping as work progresses and conforming to CTDOT Form 816, Section 1.05.15.
- F. Excavations at structures shall provide a minimum twelve (12) inch clearance on all sides and shall be backfilled with Granular Fill in six (6) inch layers and compacted as specified.
- F. All trench backfilling shall be done so as not to disturb the work at any time. The moisture content of the backfill material shall be such that proper compaction will be obtained. Puddling of backfill with water will not be permitted. Backfill within areas of pavement construction shall be made to grades required to establish the proper pavement base courses.
- G. Any trenches or excavations improperly backfilled or where settlement occurs shall be reopened, to the depth required for proper compaction, then refilled and compacted with the surface restored to the required grade and condition, at no additional expense to the Owner.
- H. If inspection of the installed utilities shows poor alignment, displaced pipe or any other defects, the condition shall be remedied in a manner satisfactory to the Architect at no additional cost to the Owner.

END OF SECTION 31 23 33



PART 1 GENERAL

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.01 SUMMARY

- A. Provide and maintain Erosion Control Devices in locations shown on the plans, as noted and as detailed to control runoff of stormwater and silt until final surface finishes have been installed and lawns have been established.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specification Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 02, Section 02 41 13 Selective Site Demolition.
 - 2. Division 31, Section 31 11 00 Clearing, Grubbing, Trimming & Pruning.
 - 3. Division 31, Section 31 20 00 Site Earthwork.
 - 4. Division 31, Section 31 23 33 Trenching and Backfilling.
 - 5. Division 32, Section 32 91 13 Topsoil.
 - 6. Division 32, Section 32 92 00 Seeded Lawns.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.
- B. Erosion controls shall additionally be in accordance with CTDEEP Guidelines.
- C. Erosion controls shall additionally be in accordance with local approvals as may be required and so noted.

1.05 SUBMITTALS

- A. Erosion Control Fence: Product data for fence fabric.
- B. Haybales: Source.

PART 2 PRODUCTS

2.01 EROSION CONTROL FENCE

- A. Fabric shall be Mirafi-140N as manufactured by Tencate Geosynthetics North America, Pendergrass, GA or approved equal.
- B. Stakes shall be 2 inch by 2 inch by 5 feet long, hardwood, pointed at one end.

2.02 HAYBALES

- A. Standard size bales of straw (hay not allowed) with no loose or decomposed baling twine.
- B. Stakes shall be 2 inch by 2 inch by 3 feet long, hardwood, pointed at one end.

PART 3 EXECUTION

3.01 EROSION CONTROL FENCE

- A. Install fencing in accordance with manufacturer's instructions and as detailed.

3.02 HAYBALES

- A. Install as shown on detail, tightly butted together and held in place with two stakes minimum for each bale.

3.06 MAINTENANCE

- A. Maintain erosion controls throughout the entire project until final surface treatments are in place and lawn areas have been established.
- B. Repair, replace or adjust erosion controls as necessary during construction to maintain silt and erosion control as required.
- C. Remove built-up silt when it reaches a maximum of ½ the height of any erosion control device. Dispose of silt in accordance with regulations.
- D. Remove built-up silt, soils and materials from construction entrance as necessary to ensure no material is tracked off-site or onto adjacent finished surfaces.
- E. When final surfaces and lawns are completed and stabilized, remove erosion control devices and repair the area(s) to conform to finishes shown on plans.

END OF SECTION 31 25 13

PART1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 02, Section 02 41 13 Selective Site Demolition.
 - 2. Division 31, Section 31 11 00 Clearing, Grubbing, Trimming & Pruning.
 - 3. Division 31, Section 31 20 00 Site Earthwork.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.
- B. As directed by the Architect, provided a licensed arborist to examine, report on and/or correct any damage to plant materials noted to remain that may be adversely affected by Contractor's operations.

1.05 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. If required by Architect due to damage during construction, provide the following:
1. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 2. Qualification Data: For tree service firm and licensed arborist.
 3. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
 4. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: Refer to Section 32 91 13 Topsoil & Planting Soil.
- B. Snow Fence: Medium duty, orange, plastic, 4 foot high fencing mounted on wood or metal posts capable of supporting fence throughout the period of construction.
- C. Boxing: Wooden fence, 4 foot high, consisting of minimum 2" square posts and three horizontal 1" x 6" stringers throughout the period of construction.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install and maintain Snow Fencing or Boxing around tree protection zones to protect remaining trees and vegetation from construction damage. Remove only when construction is complete.
 1. Posts driven 3 feet into ground and no more than 8 feet apart.
 2. Minimum distance from trees or vegetation being protected shall be 8 feet unless shown greater on the plans.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations. Do not allow fires within tree protection zones.
- C. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- D. Maintain tree protection zones free of weeds and trash.

3.02 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 - 1. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction.
 - 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- D. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
 - 1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.04 REGRADING

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
- B. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- C. Minor Fill: Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.05 TREE PRUNING

- A. Prune trees to remain that are affected by temporary and permanent construction.
- B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
- C. Pruning Standards: Prune trees according to ANSI A300 (Part 1)
- D. Cut branches with sharp pruning instruments; do not break or chop.

3.06 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- B. Remove and replace trees indicated to remain that die or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as damaged or dead tree, up to 6 inch caliper, and of the same species unless substitution is approved by Architect.
 - 1. For damaged or dead trees 6 – 12 inches in caliper, provide one new 6 inch caliper tree of a species selected by the Architect.
 - 3. For damaged or dead trees greater than 12 inches caliper, provide one additional 6 inch caliper replacement for every 6 inches caliper of the tree being replaced. I.e., if a 30" existing tree was damaged or killed, 5 replacement trees are required.
 - 3. Plant and maintain replacement trees per Section 32 93 00.
- C. Aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.
 - 1. Use of a surface aeration machine may be substituted in lieu of manual aeration upon review of machinery to be used, and written approval by the Landscape Architect.

3.07 DISPOSAL OF WASTE MATERIALS

- A. Burning on site is not permitted.
- B. Burial of debris on site is not permitted.
- C. Disposal: Remove excess excavated material and displaced trees from Owner's property.

END OF SECTION 32 01 90.33

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the work of supplying the materials for and installation of Stone and Aggregate Subbase and Base Course Materials for site pavements and other sitework.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 31, Section 31 20 00 Site Earthwork.
 - 2. Division 32, Section 12 16 Bituminous Concrete Pavement.
 - 3. Division 32, Section 32 13 13 Concrete Pavement.

1.03 REFERENCES

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be dry and in suitable condition to support paving and imposed loads at the time of installation.

1.06 PROJECT CONDITIONS

- A. Where any in-place material has been contaminated, softened, frozen, saturated or otherwise disturbed, it shall be removed and replaced with suitable material at no additional cost to the Contract prior to the placement of any additional material.

1.07 SUBMITTALS

- A. Material Certificates for each type of material used, including sieve analysis and proctor, signed by manufacturers, and certified to meet the requirements of this Specification.
- B. Materials:
 - 1. Processed Aggregate.
 - 2. Pervious Backfill.
 - 3. Peastone. Also, provide sample.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Processed Aggregate Base ("Medium" or "Coarse" as noted on details) shall conform to CTDOT Form 816, M.05.01. *Except* reclaimed asphalt concrete is not an acceptable material for this item.
- B. Pervious Backfill shall conform to CTDOT Form 816, Article M.02.05, and Article M.02.06, Grading B. *Except* reclaimed asphalt concrete is not an acceptable material for this item.
- C. Peastone shall conform to CTDOT Form 816, M.01.01, No. 67.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Contractor shall verify that all subgrade excavations / fills have been installed and tested per Division 31, Section 31 20 00 Site Earthwork prior to placement of any materials of this Section.
- B. The Contractor is responsible for coordinating with the Architect to obtain final approval of subgrade prior to installation of any pavement base course materials. All materials installed without prior approval of the Architect is subject to removal at the Contractor's expense.

3.02 INSTALLATION

- A. Place materials of this section on prepared subgrades.
- B. The methods employed in performing the work and all equipment, tools, machinery and other plant used in handling materials and executing any part of the work shall conform to all the requirements of CTDOT Form 816 Section 3.02.03 for construction of the sub-base, Section 3.04.03 for construction of the base, except as noted below:
 - 1. Daily samples of completed work will not normally be required.
 - 2. Samples shall be furnished by the Contractor only upon specific request of the Architect, in which case the Contractor shall remove the samples as directed and replace with the new material equal to that in adjacent areas.

3.03 PLACEMENT AND COMPACTION

A. Material Placement:

1. Place and compact each type of subbase and base course material to the depths shown on the drawings and details for the type of final surface finish or improvement to be installed.
2. Slope and compact surfaces at the end of each day to provide for free surface drainage. Protect drainage structures from sedimentation.
3. Do not place material containing frozen materials, snow or ice. Do not place material over frozen ground. Do not place material if at risk of freezing.
4. Protect adjacent improvements during installation. Repair damage at no additional cost to the Owner.
5. Compaction shall be performed using approved vibratory compaction equipment. Compaction by puddling or jetting is prohibited.
6. Control groundwater and surface run-off to minimize disturbance of material being placed. Dewater all subgrades prior to installation. Place all material in-the-dry on stable, undisturbed subgrades.

B. Compaction Equipment

1. Compaction equipment used to compact materials in open areas where space permits shall consist of vibratory rollers weighing at least 10,000 pounds, pneumatic compactors or other similar approved equipment sufficient to provide a firm, stable subgrade and achieve the required compaction.
2. Compaction equipment used in tight access areas shall consist of a walk-behind vibratory drum roller or other equivalent equipment sufficient to provide a firm, stable subgrade and achieve the required compaction.

C. Compaction Requirements

1. The degree of compaction is expressed as the in-place dry unit weight as a percentage of the maximum dry density at optimum moisture content as determined by AASHTO T-180 Method D.
2. All material placed as subbase and base courses under pavements and other surface finishes defined in this Section shall be 95 percent minimum percent compaction.

D. Moisture Control

1. The material being placed should generally be within 2 percent of its optimum moisture content to facilitate compaction.
2. Material too wet for proper compaction shall be harrowed or otherwise treated to achieve compaction to the required density. Material that cannot be dried shall be removed and replaced with drier material.
3. Material too dry for proper compaction shall be watered uniformly over the surface of the top loose layer. Sufficient water shall be added to allow compaction to the required density.

- E. Lift Thickness
 - 1. Place materials in uniform horizontal layers.
 - 2. Place materials in layers not to exceed six (6) inches in loose lift thickness prior to compaction. Compact material with a minimum of four (4) complete coverages per lift.
- F. Protection of Materials
 - 1. In the event of and prior to heavy rains, the Contractor shall suspend operations immediately and shall take steps to keep the site as well drained as possible. Operations shall not be resumed until the moisture content meets the requirements of the Specifications.
 - 2. All excavated or filled areas disturbed during construction, all loose or saturated soil, and other areas that do not meet compaction requirements as specified herein shall be removed and replaced with suitable materials to obtain the specified compaction requirements. Costs of removal of disturbed material and replacement shall be borne by the Contractor

3.05 CLEANUP & PROTECTION

- A. Remove any excess material from the site and dispose of in a legal manner.
- B. Protect all properly installed material from vehicular or pedestrian traffic prior to the installation of the final surface treatment. Any material disturbed shall be corrected immediately prior to final installation of finishes and retested as may be necessary at no additional cost to the Owner.

END OF SECTION 32 11 00

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the work to provide Bituminous Concrete Pavements for walks and pads, including patching as may be required, in the locations shown on the drawings, as detailed and in these Specifications.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 01, Section 01 22 00 Sitework Unit Prices.
 - 2. Division 01, Section 01 71 23 Field Engineering.
 - 3. Division 13, Section 13 12 50 Grandstands.
 - 4. Division 32, Section 32 11 00 Pavement Base Courses.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 SYSTEM DESCRIPTION

- A. Provide bituminous concrete pavement according to materials, workmanship and other applicable requirements of CT DOT Form 816, unless more stringent requirements are noted herein.
 - 1. Measurement and payment provisions and safety program submittals included in CTDOT Form 816 do not apply to this Section.

1.05 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.

1.06 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, and signed by each manufacturer, of approval of each job mix proposed for the Work.
- C. Material Test Reports: For each paving material.
 - 1. Include sieve analysis and product certification for each type of crushed stone and processed aggregate used.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bituminous Mix and Materials: The materials for bituminous concrete mix, source of supply, job mix formula, job mix tolerance, approval of job mix, and control of mixture shall conform to the requirements of CTDOT Form 816, Section M.04. Dense, hot-laid, bituminous concrete plant mixes complying with the following requirements:
 - 1. Binder Course: Class 1.
 - 2. Surface Course: Class 2.

2.02 BITUMINOUS CONCRETE MATERIALS

- A. Course Aggregate: Meeting M.04.01.1 of CTDOT Form 816.
- B. Fine Aggregate: Meeting M.04.01.2 of CT DOT Form 816, except that no slag sources are allowed.
 - 1. For bituminous concrete, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- C. Mineral Filler: Meeting M.04.01.3 of CTDOT Form 816.
- D. Asphalt Cement: Meeting M.04.01.4. (a) of CTDOT Form 816.
- E. Prime Coat: Meeting M.04.01.4. (b) of CT DOT Form 816.
- F. Tack Coat: Meeting M.04.01.4. (c) of CTDOT Form 816 for emulsified asphalt.
- G. Reclaimed Asphalt Pavement (RAP): Shall not be allowed unless specifically approved by the architect.
- H. Water: Potable.

2.03 AUXILIARY MATERIALS

- A. Joint Sealant: Meeting M.04.01.7 of CTDOT Form 816.
- B. Sand: ASTM D 1073 or AASHTO M 29, Grade Nos. 2 or 3.

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Contractor is responsible for coordinating with the Architect to obtain final approval of installed base materials prior to installation of any Asphalt pavements. All paving installed without prior approval of the Architect is subject to removal at the Contractor's expense.
- B. Base material shall be dry and in suitable condition to support paving and imposed loads at the time of installation.
- C. Proof-roll Base using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- D. Proceed with paving only after unsatisfactory conditions have been corrected.
- E. The methods employed in performing the work and all equipment, tools, machinery and other plant used in handling materials and executing any part of the work shall conform to all the requirements of CTDOT Form 816 Section 3.02.03 for construction of the sub-base, Section 3.04.03 for construction of the base and Section 4.06.03 for construction of pavement, except as noted below:
 - 1. Daily samples of completed work will not normally be required; such samples shall be furnished by the Contractor only upon specific request of the Architect, in which case the Contractor shall remove the samples as directed and replace with the new material equal to that in adjacent areas.

3.12 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply bituminous materials if subgrade is wet or excessively damp or if the following conditions are not met:
 - 1. Prime and Tack Coats: Minimum surface temperature of 60 F (15.5 C).
 - 2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
 - 3. Bituminous Base Course: Minimum surface temperature of 40 F (4 C) and rising at time of placement.
 - 4. Bituminous Surface Course: Minimum surface temperature of 60 F (15.5 C) at time of placement.
 - 5. Base material: Do not place pavement or base materials until compaction testing has been reviewed and approved by the architect.
 - 6. See notes on the drawings for additional time requirements for the use of prime and tack coat between successive placement of courses.
- B. Pavement Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 F(4 C) for oil-based materials, 50 F(10 C) for water-based materials, and not exceeding 95 F(35 C).

3.03 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Binder Course: Plus 1/2 inch, minus 1/4 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact the finish course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Surface Course: 1/4 inch.

3.04 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal. / sq. yd. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.
 - 2. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 3. Protect primed substrate from damage until ready to receive paving.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying bituminous concrete pavement.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances and surroundings. Remove spillages and clean affected surfaces.
 - 3. Where new or existing bituminous pavement has been in place more than 5 days, tack coat is required in all instances.

3.05 BITUMINOUS CONCRETE PLACEMENT

- A. Machine place bituminous concrete mix on prepared surface, spread uniformly and strike off. Place mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section and thickness when compacted.

1. Place each bituminous concrete course in single lift.
 2. Spread mix at minimum temperature of 250 F.
 3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide for roads and parking areas, and 6' for walkways, unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with bituminous concrete to prevent segregation of mix; use suitable hand tools to smooth surface.

3.06 PATCHING

- A. Bituminous Concrete Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, bituminous concrete pavement at a rate of 0.05 to 0.15 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying bituminous concrete pavement.
 2. Avoid smearing or staining adjoining surfaces, appurtenances and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Partially fill excavated pavements with bituminous concrete base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.07 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of bituminous concrete course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches .
 3. Offset transverse joints, in successive courses, a minimum of 24 inches .

4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as bituminous concrete will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.08 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while bituminous concrete is still hot enough to achieve specified density. Continue rolling until bituminous concrete course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while bituminous concrete is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.11 DISPOSAL

- A. Remove all excess material from the site and dispose of in a legal manner.

END OF SECTION 32 12 16

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the work to provide Concrete Pavement for walks, pads and other flatwork in the locations shown on the drawings, as detailed and in these Specifications.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 01, Section 01 71 23 Field Engineering.
 - 2. Division 32, Section 32 11 00 Pavement Base Courses.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.

1.05 SUBMITTALS

- A. Concrete Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- B. Qualification Data: For installer(s) and/or manufacturer(s).
- C. Expansion Joints: Product data for expansion joint materials.

PART 2 PRODUCTS

2.01 CONCRETE MIXTURES

- A. Concrete shall comply with CT DOT Form 816 Section M.03.01 'Class F', 4,000 psi Portland cement concrete (@ 28 days), except that air content shall be a 6% (+/- 1.0%).
 - 1. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement.
 - 2. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
 - 3. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 4. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 5. Use retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.02 STEEL REINFORCEMENT

- A. Reinforcement, where noted, shall conform to CT DOT Form 816, Section M.06.01 for uncoated bar and welded steel wire fabric, unless otherwise noted on plan.
- B. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

2.03 FORMS

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

2.04 EXPANSION & CONTROL JOINTS

- A. Expansion joint material shall be 1/4 inch pre-molded asphaltic expansion joint filler where noted on plans.
 - 1. Expansion joint material is required where new concrete pavement abuts any new or existing concrete walls, foundations, steps, curbs and between successive pours.
- B. Control joints shall consist of tooled joints to the depth shown on the details and where noted on the plans.
 - 1. Control joints shall be evenly spaced between expansion joints.

- C. All tool marks at expansion and control joints on horizontal planes shall be removed by brushing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine exposed pavement base course surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared base course below concrete pavements and slabs with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 - 2. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earthwork."
- C. Proceed with concrete placement operations only after nonconforming conditions have been corrected and base course is ready to receive pavement.
- D. Remove loose material from compacted base course surface immediately before placing concrete.

3.02 CONSTRUCTION

- A. Place concrete pavement to the grade, width and depth as shown on plan.
- B. General: Construct forms and place reinforcement and concrete in conformance with CTDOT Form 816, Section 4.01.03

3.03 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.04 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Do not add water to fresh concrete after testing.
- E. Deposit and spread concrete in a continuous operation between joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- G. Screed pavement surfaces with a straightedge and strike off.
- H. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- I. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40° F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50° F and not more than 80° F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- J. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90° F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.06 JOINTS

- A. Install expansion and contraction joints in locations shown and as noted on drawings.
- B. Trim joint filler at least 1/4 inch below finished surface.

3.07 FINISHING CONCRETE

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic. Edges of panels shall have a tooled radius, but the flat surface shall have the tooled marks removed by brooming.

3.08 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Comply with ACI 306.1 for cold-weather protection.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover, curing compound or a combination of these as follows:
 - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.09 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
1. Elevation: 1/4 inch.
 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/4 inch.
 4. Contraction Joint Depth: Plus 1/4 inch, no minus.
 5. Joint Width: Plus 1/8 inch, no minus.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. Contractor shall provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to install Chain Link Fencing in location(s) shown on the drawings and as detailed.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02. RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 03, Section 03 30 00 Cast-In-Place Concrete.
 - 2. Division 31, Section 31 20 00 Site Earthwork.

1.02 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.03 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance.
- B. Fencing Requirements
 - 1. Railing assembly, wall rails, and attachments to resist force in any direction of 300 pounds at any point without damage or permanent set.
 - 2. Gates shall be equipped with latching mechanism that meets current ADA requirements, including "*operable parts* shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. The force required to activate *operable parts* shall be 5 pounds (22.2 N) maximum."

1.04 SUBMITTALS

- A. Shop Drawings: Provide shop drawings of fencing and gates showing dimensions, materials, finishes and field verified layout.

- B. Manufacturer shall verify strength and sizing of terminal / corner and gate posts.
- C. Concrete Footings: Provide job mix for concrete used for fence post footings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fabric: Chain link fence fabric shall be 9 gauge, 2 inch mesh, aluminum coated steel conforming to ASTM A 491-11.
 - 1. Vinyl Coated Fabric: Chain link fence fabric shall be 6 gauge, 2 inch mesh aluminum coated steel conforming to ASTM A 491 with 7 mil PVC coating conforming to ASTM F668-11 applied by the fusion method over a thermoset plastic bonding agent.
- B. Terminal / Corner Posts: Posts of size indicated on the drawings of galvanized steel with a minimum bending strength of 381 pounds on a six foot cantilever load.
- C. Gates: Gate posts shall be of size to properly support gate leaf(s) throughout full operation meeting these minimums:

Up to 6 foot width	2 7/8" O.D.	5.79 lbs/linear foot
Over 6 up to 13 feet	4" O.D.	9.11 lbs/linear foot
Over 13 up to 18 feet	6 5/8" O.D.	18.79 lbs/linear foot
Over 18 feet	8 5/8" O.D.	28.55 lbs/linear foot

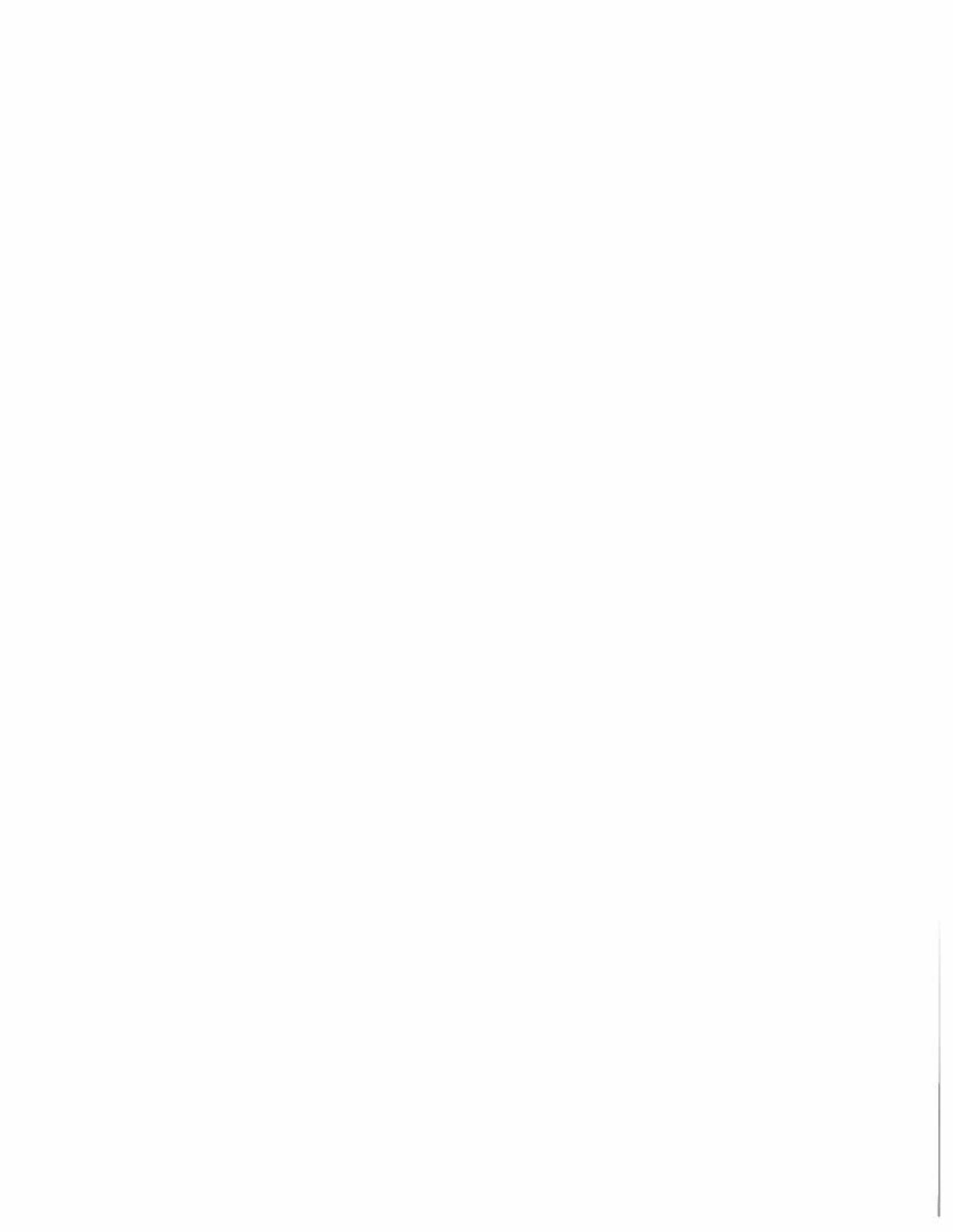
 - 1. Gate Frame: Tubular 1.90 inch O.D. steel with welded or steel fitted corners. Braces or trusses shall be furnished when necessary to hold frame true and square.
 - 2. Gate Latch: Commercial fork-type, lockable gate latch.
 - 3. Gate Keeper: Mechanical device capable of holding gate secure in the full open position.
 - 4. Drop Rod: For double gates, provide drop rod, center gate stop pipe and provision for padlocking gates closed. Padlock provided by Owner.
- D. Line Posts: Standard weight 2.375 inch O.D. galvanized steel pipe with a minimum bending strength of 201 pounds under a 6 foot cantilever load.
- E. Horizontal Rails: Standard weight 1.66 inch O.D. galvanized steel pipe with a minimum bending strength of 202 pounds under a 10 foot cantilever load.
- F. Bottom Tension Wire: Aluminum coated, seven (7) gauge tension wire stretched and securely fastened between terminal posts and each intermediate post six (6) inches above finished grade with aluminum hog rings every 24 inches.
- G. Tie Wire: 9 gauge aluminum or 11 gauge galvanized steel, spaced every 12 inches.
- H. Galvanizing: All parts required to be galvanized shall be coated with two (2.0) ounces of hot-dipped zinc in accordance with ASTM A 120 requirements.
- I. Concrete: All posts shall be set in concrete footings as detailed. Concrete shall conform to CTDOT Class "C" concrete.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Fence shall be installed to lines and grades shown on the plans and as detailed. Top of fence shall follow finished grade in a uniform line.
- B. Install posts level, plumb and true in footings as indicated on the drawings.
 - 1. Posts shall be evenly spaced, no further than ten (10) feet apart or closer than five (5) feet.
 - 2. Concrete footings shall be sized as shown on the detail(s). Top of footing shall be below finished surface as shown on the detail(s).
- C. Fabric shall be stretched to the proper tension between terminal / corner posts and securely fastened. Bottom of fence fabric to finished grade shall not exceed two (2) inches.

END OF SECTION 32 13 13



PART 1. GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes preparation and placement of Topsoil for seedbeds on a prepared subgrade.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 31, Section 31 20 00 Site Earthwork.
 - 2. Division 32, Section 32 92 00 Seeded Lawns.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.
- B. Topsoil: Existing or imported topsoil, or manufactured soil modified to become topsoil, intended for installation as a seed bed for lawns, sod or meadow, and as a basis for Planting Soil mixture, meeting the requirements of this Section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver or place soils in frozen, wet, or muddy conditions.

1.06 SUBMITTALS

- A. Topsoil: Submit soil test analysis report for all on-site and borrow topsoil and planting soil from an approved soil testing laboratory for the type of crop to be installed, including at minimum:

1. Soil pH.
 2. Percent organic content by weight.
 3. Levels of nitrogen, phosphorus and potassium.
 4. Soluble salt in parts per million (ppm).
 5. Mechanical Analysis including gradation of sand, silt, and clay content and determination of U.S.D.A. textural classification.
 6. Recommended quantities of fertilizer(s), organic and inorganic amendments to be added to produce topsoil or planting soil suitable for the intended use.
- B. Additives: Product data for organic and inorganic additives, fertilizers and amendments as required for use as noted in testing results, including at minimum:
1. Lime.
 2. Fertilizer(s).
 3. Peat or Compost.

PART 2 PRODUCTS

2.01 TOPSOIL (FOR LAWNS AND GRASSES)

- A. Topsoil shall be loose and friable and free from refuse, stumps, roots, brush, weeds, rocks and stones. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth, including the following:
1. USDA Textural class, as defined by testing, shall meet at least one of the following: Loamy Sand (incl. coarse, loamy fine and loamy very fine sand), Sandy Loam (incl. coarse, fine and very fine sandy loam), Loam, Silt Loam (w/ not more than 60% silt).
 2. Organic matter content by weight shall be not less than 6% nor more than 20%.
 3. Soil pH value shall be between 5.5 and 6.0.
 4. Topsoil shall be screened of all debris and stones greater than 3/4 inch in any direction.
 5. Nutrient levels shall be as recommended by testing.
 6. Imported topsoil shall be from one source.

2.02 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
1. Minimum calcium carbonate equivalent shall be 90% by weight, plus 100% passing #10, 90% passing #20 and 40% passing #100 sieves.
 2. Provide lime in form of dolomitic limestone.

- B. Sulfur: Granular, biodegradable, containing a minimum of 90% sulfur, with a minimum 99% passing #6 sieve and a maximum 10% passing the #40 sieve.
- C. Perlite: Horticultural perlite, soil amendment grade.
- E. Sand: Clean, washed, natural or manufactured, free of toxic materials, sized to 1/4".

2.03 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings, and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
 - 3. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
 - 4. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- C. Composted Leaf Mold: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds and leaf structures. Screened and free of toxic and non-organic matter greater than 1/2 inch in any direction.

2.04 FERTILIZER

- A. Bonemeal: Commercial grade, finely ground providing a minimum of four (4) percent nitrogen and ten (10) percent phosphoric acid.
- B. Superphosphate: Commercial grade, soluble providing a minimum of twenty (20) percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, fifty (50) percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the amounts recommended by testing for the crop to be grown.

PART 3 EXECUTION

3.01 SITE PREPARATION

- A. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope parallel to the finished grade. Do not proceed with the installation of topsoil or planting soil until all work in the area has been installed.

- B. Protect adjacent walls, walks and utilities from damage or staining by the soil. Use plywood and or plastic sheeting as directed to cover existing masonry work and other items during the installation.
 - 1. Clean up any soil or dirt spilled on any paved surface, including at the end of each work day.
 - 2. Damage to paving or architectural work caused by the soils installation shall be repaired by the Contractor at no additional expense.

3.02 TILLING SUBGRADE AND MIXING OF SOILS INTO THE SUBGRADE

- A. Loosen the subgrade to a depth of 2 to 3-inches with a roto tiller or other suitable device.
- B. Spread a layer of the specified topsoil or planting soil mix two inches (2") deep over the subgrade. Thoroughly till the soil mix and the subgrade together.
- C. Protect the tilled area from traffic. Do not allow the tilled subgrade to become compacted. In the event that the tilled subgrade becomes compacted, till the area again prior to installing the final soil mixture(s).

3.03 TOPSOIL INSTALLATION

- A. Install the topsoil to the depths shown on the drawing and as detailed. The depths and grades are the final grades after settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume.
 - 1. Lightly compact topsoil sufficiently to reduce settling but not to prevent the movement of water through the soil.
 - 2. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place topsoil on wet or frozen subgrade.
 - 3. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Do not use vibrator equipment to compact top soil.
 - 4. Reset grade, repair wash-outs as required after soil has settled.
 - 5. Do not place topsoil unless final seeding is anticipated within three (3) weeks of final grading.

3.04 FINE GRADING

- A. Grade the finish surface of all areas to meet the grades shown on the drawings. Adjust the finish grades to meet field conditions as directed.
 - 1. Provide for positive drainage from all areas toward the existing inlets and drainage structures.
 - 2. Provide smooth transitions between slopes of different gradients and direction. Modify the grade so that the finished grade is flush with all adjacent surface finishes.

3. Fill all dips and remove any bumps in the overall plane of the slope. Tolerance for dips and bumps in lawn areas shall be a 1/2 inch, in plant beds 1 inch deviation from the plane in 10 feet.
4. Fine grading shall be inspected and approved by the Landscape Architect prior to planting, mulching, sodding, or seeding.

3.05 CLEAN UP

- A. Upon completion of soil operations, clean areas within the contract limits.
 1. Remove all excess fill soils and soil stockpiles, and legally dispose of all waste materials, trash, and debris.
 2. Remove all tools and equipment and provide a clean, clear site.
 3. Wash all paving and other exposed surfaces of dirt and mud.

END OF SECTION 32 91 15

PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes installation of temporary and permanent seeding of lawn areas, wildflower areas and seeding of stockpiles and areas not ready for final finishes.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 31, Section 31 23 15 Site Earthwork.
 - 2. Division 32, Section 32 91 13 Topsoil & Planting Soil.
 - 3. Division 32, Section 32 93 00, Trees, Plants & Groundcovers.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.
- B. Pre-installation Inspection: Architect shall be given ample opportunity to inspect finished topsoil grades and conditions prior to any planting activities. All planting or seeding done without prior approval is subject to rejection and removal at the Contractor's expense.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed in original sealed, labeled and undamaged containers.

1.06 SCHEDULING

- A. Planting Restrictions: Plant only during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 15 to June 1.
 - 2. Fall Planting: August 15 to October 15.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.07 SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass seed or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer. Provide copy of actual product label(s) as delivered to site.
- D. Qualification Data: For Landscape Installer.
- E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns and seeded areas during a calendar year. Submit before expiration of required maintenance periods.

PART 2 PRODUCTS

2.01 SEED

- A. Lawns: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 1 percent weed seed, in the proportion by weight as follows:
 - 1. 35 percent Kentucky bluegrass.
 - 2. 35 percent Creeping Red Fescue.
 - 3. 30 percent Perennial Ryegrass.
- B. Temporary Vegetative Cover: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 1 percent weed seed, in the proportion by weight as follows:
 - 1. 60 percent Annual Ryegrass
 - 2. 40 percent Perennial Ryegrass

2.02 FERTILIZER

- A. Commercial Fertilizer: Commercial-grade fertilizer uniform in composition, dry and free flowing bearing the manufacturer's guaranteed statement of analysis. Fertilizer shall

be derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.

1. Original fertilization: Composition and rate of application shall be as indicated by soils testing.
 2. Refertilization: Composition shall be 10-6-4 by weight with 50% organic nitrogen applied at a rate of 20 pounds per 1,000 s.f.
- B. Slow-Release Fertilizer: Commercial grade granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium, uniform in composition, dry and free flowing bearing the manufacturer's guaranteed statement of analysis.
1. Composition shall be 20-10-10 by weight with 50% organic nitrogen applied at the rate indicated by testing

2.03 MULCHES

- A. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Any Hydroseeding must be approved by the Architect in writing prior to application. Hydroseeding will NOT be permitted for lawns areas indicated on plan as receiving 'Athletic Turf Mix'.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 TOPSOIL PREPARATION

- A. Verify that topsoil base has been prepared and installed in accordance with other specification section(s) and is ready to receive the work of this Section.
- B. Beginning of installation means Contractor acceptance of existing site conditions. All work prior to Architect review and approval of established grades is subject to removal and reworking at the Contractors expense.

- C. Harrow or rake the topsoil to a depth of three (3) inches. Remove all sticks, foreign material and stones 3/4 inches or greater in any dimension
 - 1. Apply lime to dry soil before mixing fertilizer.
 - 2. Apply fertilizer and rake into surface before spreading seed.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation as measured with a 10' straight edge. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.04 SEEDING

- A. Permanent Seed: Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 2. Sow seed at the rate of 6 lbs./1,000 sq. ft. unless noted otherwise.
 - 3. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray.
 - 4. Protect seeded areas with slopes exceeding 1: 4 with erosion control fabric matting installed and stapled according to manufacturer's written instructions.
 - a. See Division 31, Section 31 25 00 Erosion Controls.
- B. Temporary Seeding: Sow seed with spreader, seeding machine or hydroseed.
 - 1. Sow seed evenly at the rate of 10 lbs./1,000 sq. ft.

3.05 LAWN MAINTENANCE – PERMANENTLY SEEDED AREAS

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Sixty (60) days from date of Substantial Completion or a minimum of three (3) mowings, whichever is greater.
 - 2. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.
- B. Maintain and establish seeded areas by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.

1. In areas where mulch has been disturbed by wind or maintenance operations, restore topsoil grades and add new mulch. Anchor as required to prevent displacement.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches (100 mm).
 1. Schedule watering/control irrigation system to prevent wilting, puddling, erosion, and displacement of seed or mulch.
 2. Water lawn at a minimum rate of 1 inch per week.
- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 1. Mow lawns 2 to 2-1/2 high.
- E. Refertilization: Apply fertilizer as required after initial mowing and when grass is dry to provide an acceptable stand of grass.

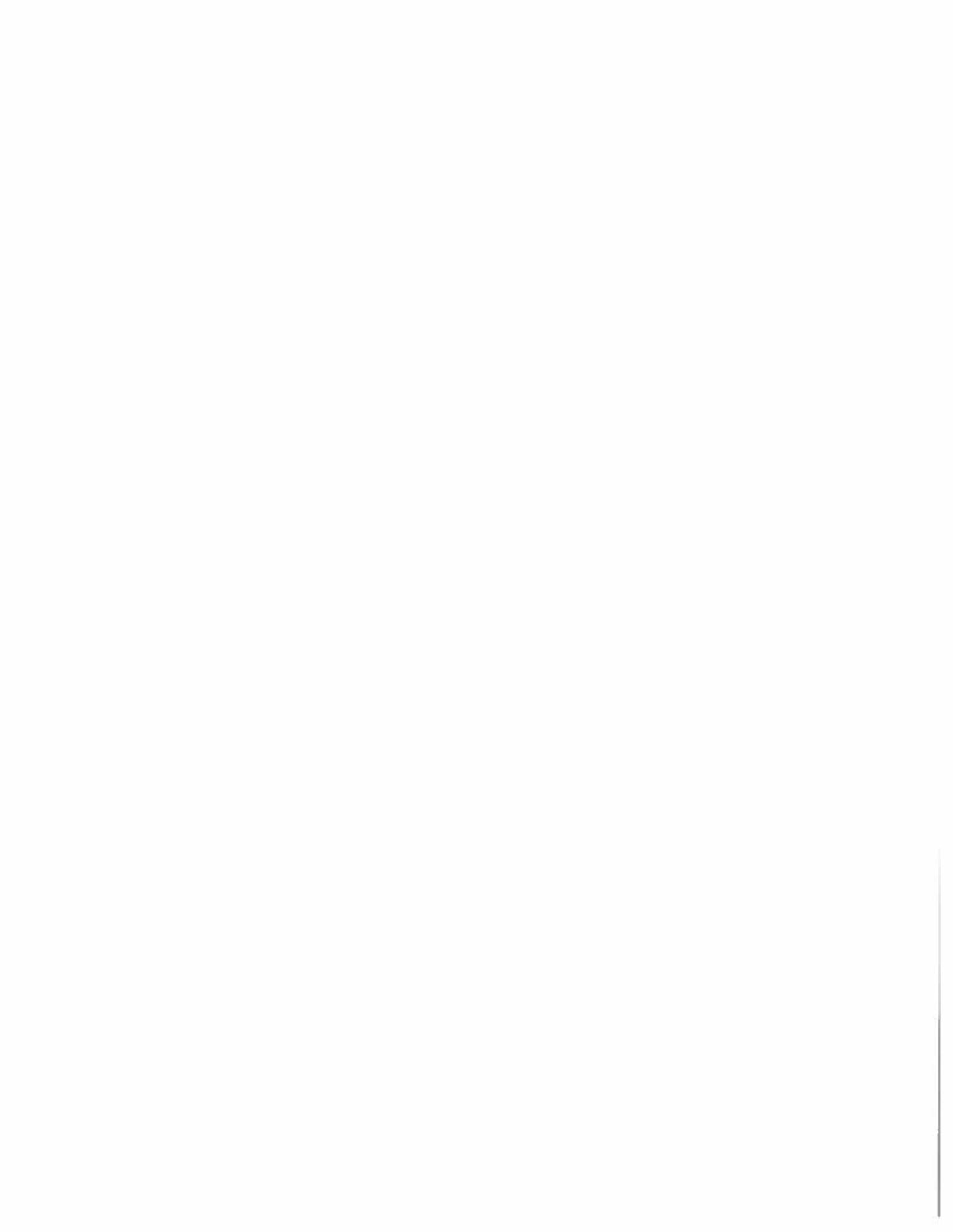
3.06 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 4 by 4 inches.
- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.07 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures, repair areas disturbed by erosion control measures, fine grade and seed after grass establishment period.

END OF SECTION 32 92 00



PART 1 GENERAL

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.01 SUMMARY

- A. This Section includes the work to provide and install storm drainage structures, piping and related facilities in the locations shown on the drawings, as detailed and in these Specifications.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.02 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 01, Section 01 22 00 Sitework Unit Prices.
 - 2. Division 01, Section 01 71 23 Field Engineering.
 - 3. Division 02, Section 02 41 13 Selective Site Demolition.
 - 4. Division 31, Section 31 23 33 Trenching and Backfilling.
 - 5. Division 31, Section 31 25 00 Erosion Controls.

1.03 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in the Specification.

1.04 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards for site work defined elsewhere in this specification.

1.05 SUBMITTALS

- A. Provide product data and information from the manufacturer for the following:
 - 1. Precast storm drainage structures.
 - 2. Frames, grates and covers.
 - 3. Piping and pipe fittings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Polyvinyl Chloride Plastic Pipe (PVC) used for storm drainage systems shall conform to CTDOT Form 816, Article M.08.01-27 and ASTM D 3034, SDR 35 with rubber compression gaskets.
 - 1. PVC pipes 18 inches and greater shall conform to ASTM F 679.
 - 2. PVC pipes for shallow cover, or where indicated on the plans, shall be heavy-duty C-900.
- B. Corrugated Polyethylene Pipe (CPEP) shall conform to AASHTO M 252 or M 294.
 - 1. Interior surface: Corrugated = Type C, Smooth = Type S.
 - 2. Perforations: Corrugated = Type CP, Smooth = Type SP.
- C. Reinforced Concrete Pipe (RCP) used for storm drainage systems shall conform to CTDOT Form 816, Article M.08.01-6 Class IV with flexible, watertight, rubber-type gaskets conforming to M.08.01-20.
- D. Structures: Catch Basins, Manholes and Drop Inlets, including Area and Lawn Drains and Inlets, shall conform to CTDOT Form 816, Article M.08.02.
 - 1. Precast Units for Drainage Structures shall conform to CTDOT Form 816, Article M.08.02-4.
- E. Frames, grates and covers for drainage structures shall be model number of type and material as shown on the drawings and details.

PART 3 EXECUTION

3.01 GENERAL

- A. Drainage structures and piping shall be constructed in accordance with details shown on the drawings and this Specification, and according to CTDOT Form 816 and/or the local authority having jurisdiction, where applicable.
- B. In general, install structures and piping from the outflow end and proceed up-stream along each pipe run. Protect incomplete work from infiltration and sedimentation as work proceeds.
- C. Record all changes or deviations from the contract plans as work progresses on the Contractor's As-Built set of drawings as required in these Specifications. Provide sufficient measurements to locate the completed work.
- D. Uncharted utilities encountered during installation shall be located and measurements to such shall be marked on the As-Built set noting utility type, size, material and depths.

3.02 INSTALLATION

- A. Drainage structures, including but not limited to catch basins, manholes, area drains, and lawn inlets, shall be constructed in accordance with CTDOT Form 816, Section 5.07.03.

1. Set frames and grates / covers at temporary finished grade, with required erosion controls, to provide positive drainage of the site during construction.
 2. Set frames on brick courses and in mortar beds as shown on the details. Frames SHALL NOT be allowed to rest directly on precast structure sections.
 3. Construct brick coursing with weeps. Every third vertical joint shall be open without mortar and then covered with geotextile fabric before backfilling.
 4. Provide a four (4) inch weep hole in all structures that have sumps. Weep to be located above the outflow pipe. Provide geotextile and one cubic foot of 1/2 inch traprock on the outside of the structure at the weep.
- B. Piping shall be installed in accordance with CTDOT Form 816, Section 6.51.03.
1. Jointing of pipes shall be as noted in Materials above and per the requirements of the specific type of pipe and material being installed.
 2. Unsuitable materials excavated by trenching shall be replaced with suitable material as specified in Division 31, Section 31 23 15 Site Earthwork.

3.03 CLEAN-UP

- A. Maintain drainage structures and piping free of any sedimentation and contaminants at all times during construction. Comply with all erosion and sedimentation controls as specified in Division 31, Section 31 25 00 Erosion Controls and as shown and noted on the Erosion Control Plans and Details.
- B. Prior to final acceptance, clean all structures and piping.

3.04 AS-BUILTS

- A. As work progresses, record on one set of plans all changes and deviations from contract drawings in size, line and grade. Make sufficient measurements to locate the work completed. Deliver the plans to the Architect in printed and PDF format.

END OF SECTION 33 40 00

