INVITATION TO BID

August 18, 2016

DUE DATE: **September 13, 2016**
TIME: **2:00 p.m.**
LOCATION: **University of Connecticut**
Capital Projects & Contract Administration
3 Discovery Drive, Unit 6076
Storrs, CT 06269
Attn: Mary Kate Sullivan

The University of Connecticut is accepting sealed bids for:

UNIVERSITY OF CONNECTICUT
STAMFORD KITCHEN AIR BALANCING
PROJECT NUMBER: 201656

Bids must be submitted on the forms supplied and in the manner specified within the Bid Documents. This invitation is **Only Open for Bidding to the University's On-Call $100,000-$500,000 HVAC Contractors.**

PROJECT DESCRIPTION:

The project consists of the removal and replacement of two kitchen exhaust fans, upgrade AHU Motor SF-5, and reprogram VFDs and controls.

All work must be substantially completed within two (2) months from the Notice to Proceed.

PRE-BID CONFERENCE:
There will be a pre-bid walkthrough conference **at the Stamford Campus, Conference Room 113, 1 University Place, Stamford, CT. We will meet in front of the Welcome Center located in the lobby. The address for the parking garage is 1194 Washington Blvd. Stamford, CT on Thursday, September 1, 2016 at 11:30 AM**. This pre-bid walkthrough conference is not mandatory, however; interested bidders are strongly encouraged to attend to view existing conditions. The Pre-Bid Conference will commence promptly at the time noted herein.

REQUEST FOR INFORMATION PROCEDURE:
All Requests for Information ("RFI") must be received in writing no later than **2:00PM on August 25, 2016** and emailed to mary_kate.sullivan@uconn.edu using the RFI form included within the bid documents. Include in the subject line: RFI – Stamford Kitchen Air Balancing, #201656. **Questions received verbally will not be answered.** All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued prior to bid submission.

Bids will be accepted at the Office of Capital Projects and Contract Administration, 3 Discovery Drive, Storrs, CT 06269 until 2:00 P.M. local time on Tuesday, September 13, 2016 at which time they will be publicly opened and read.

The Bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the amount bid. All bonds required for this Project shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570".

The successful Contractor shall be required to provide a Labor and Material Payment Bond and a Performance Bond for one hundred percent (100%) of the Contract price.

The “Set-Aside” for this project is that (1) not less than thirty (30%) of the total Contract Price be awarded to subcontractors who are certified by the Connecticut Department of Administrative Services as “Small Business Enterprises” (“SBEs”) and (2) not less than ten (10%) of the total Contract Price be awarded to subcontractors who are certified by the Connecticut Department of Administrative Services as “Minority Business Enterprises” (“MBEs”) (the 10% set aside for MBEs may be included in the 30% set aside for SBEs). The general contractors are responsible for ensuring that they and the SBEs they have selected are eligible contractors, and that they meet State requirements.

The University reserves the right to reject any or all Bids, in whole or in part, to award any item, group of items, or total Bid, and to waive any informality or technical defects, if it is deemed to be in the best interests of the University.

No Bidder may withdraw its Bid within ninety (90) days of the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the University and the Bidder.

Mary Kate Sullivan

Mary Kate Sullivan, Senior Procurement Specialist
Capital Projects and Contract Administration

The following Bid Documents and all Bid Clarifications are to be obtained by accessing the following web link:
http://cpca.uconn.edu/construction-current-opportunities-open-bids/

Click on the Project Number: 201656 for this information.

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On Call Trade HVAC Prequalified Contractors	
1	**Air Temp Mechanical Services, Inc.** Southington, CT
2	**All State Construction Inc.** Farmington, CT
3	**Modern Mechanical Systems, Inc.** Farmington, CT
4	**Pro-Mech, Inc.** Bloomfield, CT
5	**Titan Mechanical Contractors, Inc.** Manchester, CT
6	**Tucker Mechanical Inc. dba JC Higgins Corp** Meriden, CT

INSTRUCTIONS TO PREQUALIFIED BIDDERS

ARTICLE 1 GENERAL PROVISIONS

1.1 Connecticut Sales and Use Tax

1.1.1 The University of Connecticut is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Bid. A Sales Tax Certificate is available from the Purchasing Department upon written request.

1.2 Contractor's Qualifications

In the Pre-Qualification to Bid Documents for this project, the University has reserved the right to request additional information from prospective Bidders beyond what may have been submitted in any Application and Statement of Qualifications in response to the Invitation to Pre-Qualify. The University has also reserved the right to find any Bidder to be non-responsible with respect to a specific project notwithstanding the fact that the Bidder may have previously been pre-qualified pursuant to the pre-qualification process. The University reaffirms these reservations of rights. In finding that a Bidder is non-responsible, the University may rely upon any information obtained prior to or subsequent to a finding that Bidder is pre-qualified.

1.2.1 CGS 4b-91 Requires each bid submitted shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of section 4a-100 and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid and considered non-responsible.

1.3 Academic Schedule

1.3.1 It is important to the University, in order to maintain the integrity of its ongoing academic activities, that its rules and regulations and the requirements of the Contract Documents, regarding noise control, traffic control etc. and other matters which may affect its operations be strictly adhered to, and that its academic schedule be maintained. Therefore, all Bidders shall familiarize themselves with and comply with the academic schedule of the University, and its regulations regarding noise, traffic, etc. which are available from Architectural and Engineering Services. No noise generating work shall be allowed during exam periods where the noise will impact classroom functions. Examples of noise generating work include, but are not limited to, sawing, drilling, and hammering/jackhammering. The Contractor shall keep

the University Representative informed as to the location of its operations to enable necessary precautions or co-ordination to be implemented.

1.4 Non-Discrimination and Affirmative Action Provisions

1.4.1 Non-discrimination. References in this section to "Contract" shall mean the execution of AIA 101 or Purchase Order Contract; and references to "Contractor" shall mean the person or entity who will be solely responsible for execution of the work.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

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

(i) For the purposes of this entire Non-Discrimination section, “Contract” or "contract" includes any extension or modification of the Contract or contract, “Contractor” or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

1.5 Union Labor

1.5.1 Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by UNION LABOR. This fact must be kept in mind by all Bidders submitting proposals for this work.

1.6 Labor Market Area

1.6.1 All Bidders shall have read Sections 31-52 and 31-52a of the Connecticut General Statutes, as amended. These references relate to the preference of State citizens, the preference of residents of the labor market area in which the work under the Contract is to be done and the penalties for violations.

1.7 Wage Rates

1.7.1 If this project involves new construction of a building or other structure or improvement, and the total cost of all Work to be performed by Contractors and Subcontractors is $400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is $100,000.00 or more, then:

.1 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 Subsection (h) of Section 31-53 of the Connecticut General Statutes, 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 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 payday.

1.7.2 The State of Connecticut Labor Department Wage Rate Schedule, when required by the University, shall be provided with these documents or will be issued as part of the bid documents or by Bid Clarification/Addendum hereto and is deemed to reflect such customary

or prevailing wages for this project, and is hereby incorporated and made a part of the Contract Documents.

1.7.3 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

1.7.4 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.

1.7.5 Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.

1.7.6 **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.

ARTICLE 2 BIDDERS' REPRESENTATIONS

2.1 The amount of each Bid shall be deemed to include the entire cost and expense of every item of labor, material and overhead necessary to complete the work bid upon, as specified, in full detail ready for use. The risk of all such costs and expenses shall be deemed assumed by the successful Bidder. The University shall assign a University Representative to work with the successful Contractor as a liaison.

2.2 In performing its obligations under this Contract, the Contractor agrees to comply with all applicable states, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the work, location of the work or contract.

ARTICLE 3 BIDDING DOCUMENTS

3.1 Bid Clarifications, Addenda and Interpretations

3.1.1 No interpretations of the meaning of the Drawings, specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation must be made in writing to the University Office of Capital Project & Contract Administration, and to be given consideration shall be received at the specified date outlined within the invitation to bid and/or adjusted by a bid clarification/addenda.

3.1.2 Any and all such interpretations and any supplemental instructions will be in the form of written bid clarification/addenda which, if issued, will be posted on the University's Capital Projects and Contract Administration's Department website; www.cpca.uconn.edu. for all prospective Bidders to access or for those without access to a computer you can obtain them through Joseph Merritt, no later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted, provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.

3.1.3 The number of days shown in 3.1.1 and 3.1.2 may differ from the actual dates given in an Agenda for a Pre-Bid or Pre-Proposal Conference, if so, the number of days listed are, hereby, superseded by the Agenda dates, unless the Bid or Proposal is extended by Addendum, in which case the number of days will again apply unless stated differently in the Addendum.

3.1.4 Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these Contract Documents.

ARTICLE 4 BIDDING PROCEDURES

4.1 Requests for Information

4.1.1 Enclosed with this Invitation to Submit Proposals Manual is a Request for Information Form (RFI). All questions/clarifications must be submitted in writing on this form and before the prescribed RFI Deadline. No verbal questions will be answered. All answers to RFI's will be issued in a Bid Clarification/Addenda. Form is at the end of this document.

4.2 Form of Proposal

4.2.1 Enclosed with this Invitation to Submit Proposals Manual is a Form of Proposal. Bids shall be submitted on a copy of this form. Additional instructions to bidders including information on submission of bids and award and Contract appear on this form. All documents required by these Bid Documents must be returned with your Bid.

4.3 Bids and Rejection of Bids

4.3.1 General Bids shall be for the complete work as specified and shall include the names of any Subcontractors for the classes of work specified in the Form of Proposal, and for each other class of work for which the University has required a separate section and the dollar amounts of their subcontracts, and the General Contractor shall be selected on the basis of such general Bids. It shall be presumed that the general Bidder intends to perform with its own employees all work in such four classes and such other classes, for which no Subcontractor is

named. The general Bidder's qualifications for performing such work shall be subject to review by the University pursuant to the Bid and the Contract Documents.

4.3.2 Bids shall be submitted only on the forms furnished for the specific project, which shall include a completed Form of Proposal containing all information required on the Proposal form, executed with an original signature by a duly authorized officer or representative of the Bidder, and, in the case of a Joint Venture, by duly authorized representatives of each Joint Venture. In no event will Bids or changes in Bids made by telephone, email or fax be considered. Any Form of Proposal omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected.

4.3.3 Any Bids received after the scheduled closing time for the receipt of Bids will be returned to the Bidders unopened.

4.3.4 Any Bid once deposited with the University of Connecticut may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Office of Capital Project and Contract Administration, prior to the time of opening of any Bid for the project designated or identified project.

4.4 Bid Security

4.4.1 Each Bid must be accompanied by a certified check payable to the order of the University of Connecticut, or the Bid may be accompanied by a Bid Bond in the form required by the University, having as surety thereto such surety company or companies acceptable to the University and as are authorized to do business in this State, for an amount not less than 10 per cent of the Bid. All checks submitted by unsuccessful Bidders shall be returned to them after the Contract has been awarded. Bid Security is not required for projects under $50,000.00.

4.4.2 Failure of the successful Bidder to file the required Performance and Labor & Material bonds shall be just cause for the amount of the security deposited with the Bid to be forfeited, any part of the whole of which may be used to make up the difference between the Bid of the defaulting Bidder and the Bid of the next lowest responsible qualified Bidder to whom the work is finally awarded. Failure to execute a contract after award as specified and Bid shall also result in the forfeiture of such Bid Bonds or Certified Check.

4.5 Subcontractors

4.5.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through: **http://ctdol.state.ct.us** or the Federal List of Excluded Parties Listing System available through: **http://epls.arnet.gov**

4.5.2 The Bidder shall furnish, with his submitted Bid, as is set forth in the Proposal Form, in the space provided for such purpose, the names and prices of responsible and qualified Subcontractors who are actually to perform the following categories of work under the Base Bid, if their prices exceed $25,000.00:

.1 Masonry
.2 Electrical
.3 Mechanical other than HVAC
.4 HVAC
.5 Any other class of work identified in the Proposal Form for which a blank space has been provided.

4.5.3 The Bidder further agrees that each of the Subcontractors listed on the Proposal Form will be used for the work indicated at the amount stated unless a substitution is permitted by the University.

4.5.4 The Bidder further agrees and warrants that he has made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.

4.5.5 Pursuant to Connecticut General Statutes Section 49-41a, for every contract with the University for the construction, alteration or repair of any building or work, (1) the Contractor, within 30 days after payment to the Contractor by the University, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the University; (2) the Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

4.5.6 Within five days after being notified of the award of a general Contract by the University, or, in the case of an approval of a substitute Subcontractor by the University, within five days after being notified of such approval, the general Bidder shall present to each listed or substitute Subcontractor:

.1 A subcontract in the form set forth in Section 4b-96 of the Connecticut General Statutes and must be executed with all of your named subcontractors in your form of proposal.

.2 A notice of the time limit under this section for executing a subcontract. If a listed Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general Bidder selected as a General Contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general Bidder, contingent upon the execution of the general Contract, the General Contractor shall select another Subcontractor, with the approval of the University. When seeking approval for a substitute Subcontractor, the general Bidder shall provide the University with all documents showing (a) the general Bidder's proper presentation of a subcontract to the listed Subcontractor and, (b) communications to or from such Subcontractor after such presentation. The University shall adjust the Contract Price to reflect the difference between the amount of the price

of the new Subcontractor and the amount of the price of the listed Subcontractor, if the new Subcontractor's price is lower and may adjust such Contract Price, if the new Subcontractor's price is higher. The general Bidder shall, with respect to each listed Subcontractor or approved substitute Subcontractor, file with the University a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such Subcontractor.

.3 In the event of any conflict or inconsistency between the University of Connecticut's Subcontract form and the Contractor's standard Subcontract form, the provisions of the University of Connecticut's Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the University of Connecticut's Subcontract form.

4.6 LIQUIDATED DAMAGES

4.6.1 Liquidated Damages of **Five Hundred and 00/100 Dollars ($500.00)** per calendar day shall be assessed if the Contractor fails to achieve Substantial Completion, or causes delay to the Substantial Completion of any portion of the Work within the Contract Time.

4.7 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS:

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . .(2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:(a) the bidder's success in implementing an affirmative action plan;(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;(c) the bidder's promise to develop and implement a successful affirmative action plan;(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the

composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information)
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.
BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.
COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists
ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.
OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer

service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

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

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Every general bid which is conditional or obscure, or which contains any addition not called for shall be invalid; and the University shall reject every such general Bid. The University shall be authorized to waive minor irregularities, which it considers in its best interest, provided the reasons for any such waiver are stated in writing by the University and made a part of the contract file. No such general Bid shall be rejected because of the failure to submit prices for, or information relating to, any item or

items for which no specific space is provided in the general Proposal Form furnished by the University, but this sentence shall not be applicable to any failure to furnish prices or information required by Articles 4.2.1 and 4.4.1 above to be furnished in the form provided by the University. The University also reserves the right to reject any and all bids and again advertise for bids, or to otherwise proceed as permitted under Connecticut General Statues 10a-109a through 10a-109y.

5.2 General Bids shall be publicly opened and read by the University forthwith. The University may require in the Proposal Form that the General Contractor agree to perform a stated, minimum percentage of work with his own forces. The University may also require the General Contractor to set aside a portion of the contract for Subcontractors who are eligible for set aside contracts. The University shall not permit substitution of a Subcontractor for one named in accordance with the provisions of these Instructions or substitution of a Subcontractor for any designated subtrade work bid to be performed by the General Contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or, where appropriate, a General Contractor's: (1) Death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, on construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under Connecticut General Statutes Section 4b-96.

5.3 The general Bid Price shall be the price set forth in the space provided on the general Proposal Form. No general Bid shall be rejected (1) because of error in setting forth the name of a Subcontractor as long as the Subcontractors designated are clearly identifiable, or (2) because the Drawings and specifications do not accompany the Bid or are not submitted with the Bid. **FAILURE TO CORRECTLY STATE A SUBCONTRACTOR'S PRICE MAY BE CAUSE FOR REJECTION OF THE GENERAL BIDDER'S BID.**

5.4 Any General Contractor who violates any provision of Connecticut General Statutes Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation.

5.5 The University reserves the right to accept or reject any or all Bids within 90 calendar days of the Bid opening, and the Bidder agrees that it may not modify, withdraw, or cancel its Bid and that its Bid Price will be firm for this 90 day period. This 90 day period may be extended by mutual agreement between the University and the Bidder.

5.6 The project will be awarded to the responsible qualified Bidder submitting the lowest Bid in compliance with the Bid requirements and within the budget, subject to the provisions of Connecticut General Statues 10a-109a through 10a-109y.

5.7 The University reserves the right to elect to implement some, all or none of the Alternates and/or Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates and/or Options selected by the University.

5.8 The Bidder agrees that if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University, execute a contract in accordance with the terms of the general Bid.

ARTICLE 6 POST- BID INFORMATION

6.1 Affirmative Action

6.1.1 Pursuant to Connecticut General Statutes Section 46a-68d, if this project is estimated to cost more than $50,000.00 then: In the event that the Bidder's Bid is accepted, after acceptance, but before a contract is awarded, the successful Bidder shall file and have approved by the Commission on Human Rights and Opportunities an Affirmative Action Plan. The Commission may provide for conditional acceptance of an Affirmative Action Plan provided written assurances are given by the Contractor that it will amend its plan to conform to affirmative action requirements. The University shall withhold 2% of the total Contract Price per month from any payment made to such Contractor until such time as the Contractor has developed an Affirmative Action Plan, and received the approval of the Commission. Notwithstanding the provisions of Connecticut General Statutes Section 46a-68d, a Contractor subject to the provisions of that Section may file a plan in advance of or at the same time as its Bid.

6.1.2 The University shall not enter into a contract with any Bidder or prospective Contractor unless the Bidder or prospective Contractor has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.

6.1.3 The Contractor shall designate an "Equal Opportunity Contract Compliance Officer" for the project. The Contractor designee, in addition to any other duties assigned by the Contractor, shall have the following responsibilities for the implementation of the Contractor Affirmative Action Plan (AAP) that is required for the project pursuant to Connecticut General Statutes Section's 46a-68c and 46a-68d.

.1 Maintain a project EEO file to include all records, correspondence and other documentation related to the project AAP.

.2 Communicate to and inform all project Contractors and Subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal opportunity and AAP expectations and performance requirements.

.3 Compile all on-site Contractor <u>MONTHLY EMPLOYMENT UTILIZATION REPORTS</u> (form CHRO cc-257) and submit a cumulative report for the project each month to report on contractor compliance to project AAP hiring goals. The cumulative report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar month during the pendency of the on-site construction work of the project.

.4 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.

.5 Compile and submit a QUARTERLY SMALL CONTRACTOR AND MINORITY BUSINESS ENTERPRISE PAYMENT STATUS REPORT (form CHRO cc-258) to report on the participation of such Contractors identified to participate on the project. The report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar quarter during the pendency of the on-site construction work of the project.

.6 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.

.7 Participate in project job meetings to inform project Contractors about project equal opportunity and AAP performance.

.8 Coordinate "External Communication" section (employment outreach) of contractor AAP for all employment opportunities resultant during the course of the project from all project Contractors and maintain documentation of all contacts and responses.

6.2 Tax Identification

6.2.1 The Contractor shall furnish to the Owner, at the time of execution of the Contract, the following information

.1 The identity and addresses of all subcontractors performing work on the project.
.2 The Connecticut tax registration numbers of the Contractor and all subcontractors.
.3 The Federal Social Security account numbers, or Federal Employer Identification numbers, or both, if applicable, for the Contractor and all subcontractors.

6.2.2 The aforementioned information shall be continuously updated by the Contractor to reflect any additions or changes to the previously identified subcontractors. Any final additions or changes to this information shall be submitted to the Owner with the Contractor's application for final payment.

6.3 Labor Rates

6.3.1 The Contractor shall provide labor rates for trade labor work self-performed by the Contractor utilizing the labor rate form template provided by the Owner and located at the following weblink:
http://paes.uconn.edu/contractors-working-at-uconn/

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS AND CERTIFICATE OF COMPLIANCE.

7.1 Performance Bond

7.1.1 Prior to execution of the Contract, the successful Bidder shall substitute for the check or Bid Bond accompanying his Bid, an executed University of Connecticut Performance Bond, in the amount of 100 per cent of the Contract Price, conditioned upon the faithful performance of the Contract. See Form of Proposal for the appropriate form to be executed.

7.2 Labor and Material Payment Bond

7.2.1 Prior to execution of the Contract, the Bidder shall submit a University of Connecticut Labor and Material Payment Bond in the sum of not less than 100 per cent of the Contract Price, containing the condition that the Contractor will promptly pay for all material furnished and labor, supplied or performed in the prosecution of the work whether or not said material or labor is involved and/or becomes a component part of the structure or structures to be erected. Such additional bond shall be held for the use of each party who, as Subcontractor or otherwise, shall have furnished material or supplies or shall have performed labor in the prosecution of the work as herein provided and who has not been paid therefore. Such additional bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereon for such sum or sums as may be justly due. The State shall not be liable to furnish counsel nor for the payment of any costs or expenses of any such suit. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, and claims thereon shall be subject to the provisions of Connecticut General Statutes Section 49-42. Such forms will be provided with the Letter of Intent to award to be executed.

7.3 Nonresident Contractor Certificate of Compliance

7.3.1 Prior to execution of the Contract, the Bidder shall submit proof that ensures they and all subcontractors being contracted to perform work under the awarded bid; are State of Connecticut resident contractors. Such proof shall be in a form on the awarding Contractor's letter head signed by the owner or principle of the company having authority to ensure that all agreements entered into under this contract are in-state resident contractors. Should the awarding Contractor and/or subcontractors who will perform work under this contract, are nonresident of the State of Connecticut, the awarding Contractor must provide a Certificate of Compliance from the Department of Revenue Services (DRS) for those nonresident firms who will be under contract. This Certificate of Compliance is pursuant to Statue 12-430 as amended by 2005 Connecticut Public Acts 260, 6; Connecticut Agencies Regulations 12-430 (7)-1.

7.4 General Provisions Regarding Bonds

7.4.1 The aforementioned Performance and Payment bonds shall be provided in the forms required by the University, samples of which are appended hereto. If the Contractor is a Joint Venture, all such bonds shall name all joint ventures as principals. The Contractor 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. The above bonds shall be required for awards for which the total estimated cost of labor and materials under the Contract is at least $100,000.00. The above bonds shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570."

ARTICLE 8 AFFIDAVITS/ETHICS AFFIRMATIONS

8.1 Affidavits/Ethics Affirmations to be completed in accordance with the instructions provided on the OPM website for each Affidavits/Ethics Affirmations.

Form 5. Consulting Agreement Affidavit (for contract values >$50,000)

Form 6. Affirmation of Receipt of State Ethics Laws Summary (for contract values >$500,000)

8.2 With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination of series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached **SEEC Form 11.**

Obtain OPM has posted the approved Forms on the OPM Web site - http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm

ARTICLE 9 CONTRACT

9.1 A draft of the contract has been provided with the bid documents. The University reserves the right to modify the contract or wave any informality as it deems to be in the best interest of the University. By submitting a bid the Contractor accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Contractor at any time will not be considered.

REQUEST FOR INFORMATION FORM

TO: **Mary Kate Sullivan**
Mary_kate.sullivan@uconn.edu

FROM: _____
(Name of Bidding Firm)

Contact Name: _____

RFI Deadline: See Invitation/Bid Clarifications

Specification Section: _____ **Drawing No. / Drawing Date**: _____

QUESTION (Please be specific): _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature : _____ **Date:** _____

NOTE: All questions must be submitted in writing before the prescribed RFI Deadline. No verbal questions will be answered. All questions must be submitted in writing on this RFI Form. All answers to RFI's will be issued in a Bidder's Clarification.

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban
No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform
State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:
Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such

violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:
"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

END OF INSTRUCTION TO BIDDERS

UCONN

PROCUREMENT SERVICES

CAPITAL PROJECTS AND
CONTRACT ADMINISTRATION

BID SUBMISSION

FOR

STAMFORD KITCHEN AIR BALANCING
PROJECT NUMBER: 201656

UNIVERSITY OF CONNECTICUT
STAMFORD CAMPUS
Stamford, Connecticut

September 13, 2016

NAME OF FIRM SUBMITTING:

_____

STAMFORD KITCHEN AIR BALANCING
PROJECT NUMBER: 201656

FORM OF PROPOSAL

Proposal Submission Checklist

The following documents and information shall be submitted and included as your bid proposal. All documents must be submitted in a sealed envelope reflecting the submitting firm's name and address; addressed to CPCA attention to the appropriate purchasing agent, clearly stating the project name and project number. All required documents are to be included and executed in their original condition as issued.

- ☐ Ethics Forms 5 (if contract value is > $50,000) and 6 (if contract value is > $500,000).
- ☐ Bid Bond
- ☐ Fully executed Form of Proposal
- ☐ Copies of prequalification certificate and an updated statement as prescribed by Commissioner of Administrative Services for the State of Connecticut.

Contractors Certification

By submitting a bid proposal, the bidder is attesting to the review, reading, understanding, and acceptance of the information and requirements of the project contained within the bid documents without exception. By submitting a bid proposal, the Bidder represents that they have examined the site, and accept the conditions under which the work will be performed and we have read, evaluated, understand, and accepted all the Contract Documents, including those documents provided and their content in their entirety and have included all provisions necessary to accomplish all work according to the information and requirements prescribed therein without exception.

SUBMITTED BY:
Firm: _____ Date: _____

Address: _____

SUBMITTED BY: _____

Print Name: _____

Title: _____

Email Address: _____

Phone Number: _____

 Contractor's Initials:_____

FORM OF PROPOSAL

University of Connecticut
Mary Kate Sullivan, Senior Procurement Specialist
Capital Project & Contract Administration
3 Discovery Drive, Unit 6047
Storrs, Connecticut 06269-6047

Dear Ms. Sullivan:

1. In accordance with Connecticut General Statutes Sections 10a-109a through 10a-109y and pursuant to, and in compliance with your Invitation to Bid, the Notice and Instructions to Bidders, the Form of Contract, including the conditions thereto, the form of required bond, I (we) propose to furnish the labor and/or materials installed as required for the project named and numbered on the FORM OF PROPOSAL of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the University of Connecticut and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said FORM OF PROPOSAL, hereof.

2. The Lump Sum Base Bid by me (us) on the FORM OF PROPOSAL includes all work indicated on the drawings and/or described in the specifications (including the furnishing and installing of all required materials, labor, equipment and allowances where applicable), except:

   A. Work covered by Alternates as may be listed on the FORM OF PROPOSAL.

   B. Contingent work covered by Unit Prices as may be listed on the FORM OF PROPOSAL.

   C. Work covered by Options as may be listed on the FORM OF PROPOSAL.

3. This proposal is submitted subject to and in compliance with the foregoing and following conditions and/or information.

   A. AWARD: All proposals shall be subject to the provisions and requirements of the Bid Documents and for purpose of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.

   B. COMMENCEMENT AND COMPLETION OF WORK: Contractor shall commence and complete the work in accordance with the requirements of the Contract Documents.

   C. If the Contractor fails to complete the work within the time required by the Contract Documents, the University shall have the right to assess liquidated damages as provided in Paragraph 9.11 of the General Conditions.

   D. CONTRACTORS INSURANCE REQUIRED:
      1. The limits of liability and coverages shall be those set forth in Article 11 of the General Conditions included with this bid package (or as previously executed with the on-call trade contract).

 Contractor's Initials:_____

E. REQUIRED PERCENTAGES OF WORK AND SET-ASIDES

.1 If awarded this contract, we (I) as the General Contractor on this Project shall be required to perform not less than 10% of the completed dollar value of the Work with its own forces.

.2 We (I) as the General Contractor on this project shall award not less than 30% of the total Contract Price to subcontractors who are certified and eligible to participate under the State of Connecticut Small Business Set Aside Program, of which 10% (of the total Contract) must be awarded to Women Owned or Minority Businesses. This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set Aside Program. To facilitate compliance with this requirement for set aside subcontractors, submit a list of certified set aside contractors to be used on this project along with the dollar amounts to be paid to each, on the form provided, and a copy of their current certification must be attached. This information will be considered as part of your bid proposal and failure to comply with any portion of this requirement, including but not limited to failure to list or meet the necessary dollar amount of percentage of the bid price will be cause to reject your bid.

F. NONDISCRIMINATION & LABOR RECRUITMENT:

We (I) agree that the Contract awarded for this project shall be subject to the Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 respectively and to the Guidelines and Rules of the State Labor Department implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O.3-1, when and as requested.

G. FEDERAL & STATE WAGE DETERMINATIONS AND PRICING CONSIDERATION:

.1 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, “An Act Concerning Annual Adjustments to Prevailing Wages”.

.2 In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, “An Act Concerning Annual Adjustments to Prevailing Wages”. Such prevailing wage adjustment will not be considered a basis for an annual contract adjustment.

.3 The State of Connecticut Labor Department Wage Schedule where required, shall be provided with these documents, typically with the Bidders’ Convenience Package, or will be incorporated in the Contract Documents as an Addendum. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as any annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor. Wage Rages will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us . Such prevailing wage adjustment will not be considered a basis for an annual contract amendment.

H. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY & NON-SEGREGATED FACILITIES:
We (I) acknowledge that we (I) and our subcontractors are obligated to fill out the forms provided by the University of Connecticut Office of Capital Project and Contract Administration and to agree to certify to the compliance of non-segregated facilities.

I. NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OR CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

With regard to a State contract as defined in P.A. 07-1 having a value in a contract year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advertising prospective principals of the contents of the notice. See Attachment SEEC Form 11.

4. ACCOMPANYING THIS PROPOSAL IS:

A. A CERTIFIED CHECK drawn to the order of the University of Connecticut in the amount of 10% of the Bid, i.e.:
_____ DOLLARS $_____

and drawn on the _____
(STATE BANK & TRUST COMPANY)

_____ located at _____
(A NATIONAL BANKING ASSOCIATION) (CITY & STATE)

which is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of my (our) failure to file the required Bonds and execute the required contract in this proposal as accepted by the University of Connecticut.

OR;

B. A BID BOND having as surety thereto a Surety Company for Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid, (Bids $50,000 and greater) i.e.:

_____ DOLLARS $_____

If the bidder is a joint venture, the Bid Bond shall specifically identify and include each joint venturer as a principal.

C. If the bidder is a joint venture, a copy of the executed Joint Venture Agreement shall be submitted along with the bid materials.

5. We (I), the undersigned, hereby declare that I am (we are) the only person(s) interested in the proposal and that it is without any connection with any other person making any bid for the same work. No person acting for, or employed by, the State of Connecticut is directly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom. This proposal is made

without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the bid of any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

6. Each class of work set forth in a separate Section of the Specifications and designated as a subtrade in Item 2A of the proposal pages shall be the matter of a subcontract made in accordance with the procedures set forth in the Bid and Contract Documents.

7. The undersigned agrees that, if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University of Connecticut, execute a contract in accordance with the terms of this general bid.

8. The undersigned agrees and warrants that he has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the Connecticut General Statutes governing contract requirements.

9. The undersigned acknowledges that should their submitted Form of Proposal fail to have included a copy of your firm's prequalification certificate and an updated statement accompany their bid submission, that their bid will be invalid and considered non-responsive. Per CGS 4b-91 amended.

Contractor's Initials:_____

FORM OF PROPOSAL

A. STANDARD BID BOND:

NOW ALL MEN BY THESE PRESENTS,

That we, _____ hereinafter called the principal, of _____, as principal, and _____, hereinafter called the Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of Connecticut, as obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, _____, in lawful money of the United States of America, for the payment of which sum, well and truly to be made to the Obligee, the Principal and the Surety bind, themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That, whereas the Principal has submitted or is about to submit a proposal the other obligee related to a contract for the Project Referenced above.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter in the said contract in writing with the State of Connecticut and give the required bonds, with surety acceptable to the Oligee, or if the Principal shall fail to do so, pay to Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, 20____

_____	_____	_____	_____
Witness	Surety	Witness	Principal
	_____		_____
	Title		Title

Contractor's Initials:_____

B. The undersigned proposes to furnish all labor and material required for:

Stamford Kitchen Air Balancing
PROJECT NUMBER: 201656

University of Connecticut
Stamford, CT

In accordance with the accompanying Drawings and Specifications prepared by:

CDM Smith

The Contract Price specified below subject to additions and deductions according to the terms of the Contract Documents.

C. BID CLARIFICATIONS:

The undersigned acknowledges receipt of the following Bid Clarifications issued during the bidding period and has included all changes therein in the above base bid amount.

Clarifications/Addenda #_____, Dated_____
Clarifications/Addenda #_____, Dated_____
Clarifications/Addenda #_____, Dated_____
Clarifications/Addenda #_____, Dated_____

D. PROPOSED BASE CONTRACT PRICE:

Having carefully examined the Bid Documents for the above reference project, and having visited the project site and examined all conditions affecting the work, the undersigned, upon written notice of award of contract, agrees to provide all labor, supervision, materials, tools, construction equipment, services, safety, insurance, bonds, and to pay all applicable taxes, and other costs necessary or required to complete the Work of this Bid in full accordance with all Bid Documents and within the required timeframe as indicated by the proposed schedule for the Lump Sum Bid of:

_____US Dollars

($_____) (Which incorporates all allowances as may be listed in the plans and specifications)

(Show the amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

The University reserves the right to elect to implement some, all or none of the Alternates and/or Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates and/or Options selected by the University.

E. SCHEDULE OF ALTERNATES:

Provide Alternate Prices which reflect the work of the bid package under which this bid proposal was submitted and shall remain ***valid for the life of the project*** and include **all costs** for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, and applicable insurance. The Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Alternate prices are good for both adds and deducts.

NOT USED

END OF ALTERNATES

Contractor's Initials:_____

F. SCHEDULE OF UNIT PRICES:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance. The rates provided will be negotiated and included as part of the contract and of your subcontracts. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

NOT USED

End of Unit Prices

Contractor's Initials:_____

G. SCHEDULE OF VALUES:

The undersigned agrees that the Schedule of Values submitted with this Bid is a true representation of the distribution of the costs of this project and equals the Stipulated Sum shown above. The Schedule of Values is an integral part of this proposal. Please indicate N/A for those divisions of work not applicable. The costs provided below include the complete cost for furnishing and installing of materials, labor, and equipment required to provide the complete scope of work for each specified division (includes the costs of applicable taxes, insurance, bonds, overhead, profit, small tools, travel, parking, supervision, etc.). The "TOTAL" price must equal your total lump sum bid proposal.

Division	Group	
01	General Conditions	$
02	Existing Conditions	$
03	Concrete	$
04	Masonry	$
05	Metals	$
06	Wood, Plastics, Composites	$
07	Thermal & Moisture Protection	$
08	Openings	$
09	Finishes	$
10	Specialties	$
11	Equipment	$
12	Furnishings	$
13	Special Construction	$
14	Conveying Equipment	$
*21	Fire Suppression	$
22	Plumbing	$
*23	HVAC Heating, Ventilating, Air Conditioning	$
25	Integrated Automation	$
26	Electrical	$
27	Communications	$
28	Electronic Safety and Security	$
*31	Earthwork	$
32	Exterior Improvements	$
33	Utilities	$
34	Transportation	$
35	Waterway and Marine Construction	$
*40	Process Integration	$
41	Material Process & Handling Equipment	$
42	Process Heating, Cooling & Drying Equipment	$
43	Process Gas & Liquid Handling, Purification & Storage Eqmt.	$
44	Pollution & Waste Control Equipment	$
45	Industry Specific Manufacturing Equipment	$
46	Water & Wastewater Equipment	$
*48	Electrical Power Generation	$
Insurance		$
Bonds		$
Allowances	(where applicable)	$
TOTAL		$

**Gap in numerical sequence, reserved for future expansion*

Contractor's Initials:_____

H. The subdivision of Work in the proposed Contract Price is as follows:

ITEM 1 WORK BY GENERAL CONTRACTOR:
For all work other than that to be done by subcontractors included in Item 2A and Item 2B.

$_____ (ITEM 1)

Note: In accordance with paragraph 3.E.1 this amount, together with work by the general contractor as listed in Item 2A below, must be at least 10% of the total bid price.

ITEM 2A WORK BY SUBCONTRACTORS NAMED:

Subcontractors and prices for the following trades must be listed (if such prices exceed $25,000). However, the general bidder may list himself together with his price if he customarily performs any of the trades specified. If the general contractor requires a performance and/or labor & material payment bond then the general contractor must indicate below which of the subcontractors are subject to this requirement. The amount (%) shall not exceed the subcontractor's price listed below.

DESCRIPTION	NAME OF SUBCONTACTOR	DOLLAR AMOUNT	LABOR & MATERIAL BOND	PERFORMANCE BOND
MASONRY				
ELECTRICAL				
MECHANICAL WITHOUT HVAC				
HVAC				

A copy of the executed agreement between the successful bidder and the named subcontractors above must be presented to the Office of CPCA at time of contract signing. The contract may not be executed until copies of executed agreements are received by CPCA.

ITEM 2B WORK BY SUBCONTRACTORS NOT NAMED:

$_____
(INCLUDES ALL SUBCONTRACT WORK NOT LISTED IN ITEM 2A)

The undersigned agrees that each of the subcontractors listed on this FORM OF PROPOSAL will be used for the work indicated at the amount stated, unless a substitution is permitted by the University.

I. SET-ASIDE CONTRACTOR SCHEDULE

By submitting a bid for this project, the bidder represents that it has used good faith efforts to secure commitments from SBEs and MBEs in a value that is equal to, or greater than, the Set Aside (as defined in the Invitation to Bid). If, despite its good faith efforts, a bidder has not yet been able to secure commitments for the full value of the Set Aside, the bidder will nonetheless be expected to meet the Set Aside if it is awarded the contract for this project

Below, the bidder shall list those SBEs and MBEs from whom the bidder has secured commitments for the project as of the date hereof and the dollar amounts the bidder anticipates awarding to each such SBE/MBE.
The amount is NOT LESS THAN 30% of the proposed base contract price as stated on the Form of Proposal, Section D.

Name	Address	Amount

CERTIFICATE OF ELIGIBILIT HAS BEEN OBTAINED THROUGH THE FOLLOWING WEBSITE;
https://www.biznet.ct.gov/SupplierDiversity/SDSearch.aspx

FOR EACH OF THE NAMED CONTRACTORS AND IS BEING SUBMITTED WITH THIS FORM.
The Undersigned agrees that each of the subcontractors listed on the proposal form will be used for the work indicated at the amount stated, unless a substitution is permitted by the awarding authority.

_____
Authorized Signature Title

_____
Company Name

J. BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number_____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions in Instruction to Bidders page 18) -Bidder is a small contractor. Yes____ No____ -Bidder is a minority business enterprise Yes____ No____ (If yes, check ownership category) Black____ Hispanic____ Asian American____ American Indian/Alaskan Native ____ Iberian Peninsula____ Individual(s) with a Physical Disability____ Female____
Bidder Parent Company(If any)	-Bidder is certified as above by State of CT Yes____ No____ DAS Certification Number _____
Other Locations in Ct. (If any)	

Contractor's Initials:_____

PART II - Bidder Nondiscrimination Policies and Procedures

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

Contractor's Initials:_____

Part III - Bidder Subcontracting Practices

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

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

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

Part IV – Bidder Employment Information Date: _____

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (check yes or not and report percent used)				2. Check (x) any of the below listed requirements that you use as a hiring qualification (x)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination?
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability To Speak Or Write English	
Schools And Colleges					Written Tests	
Newspaper Advertisements					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendations	
Minority/Community Organizations					Height Or Weight	
Others Please Identify					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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

Signature) (Date Signed)

(Title) (Telephone)

K. PROPOSER'S QUALIFICATION/RESPONSIBILITY STATEMENT

The Proposer shall have already completed and submitted the Questionnaire and other submission required by the University in its Invitation to Pre-Qualify, regarding the Proposer's qualifications. If changed circumstances arising since the initial submission, or other facts have occurred which would result in a material change to any of the Proposer's initial responses or submissions, the Proposer shall provide any such supplementary, or revised information at this time, along with its Proposal.

1. State, identify any such changed circumstances or other facts and provide any such supplementary or revised information as described above, identifying specifically, by number and content, each prior question, response to the Questionnaire, or information changed, supplemented or revised. (Attach a separate sheet if necessary)

2. State "NONE" if there are no changes to be made. _____

Please note that if the end date of the time period covered by the information submitted during your pre-qualification is three or more months old, please provide current financial documentation demonstrating that your present financial position has remained the same, or showing and identifying any changes in any way, in relation to the audited financial statement you submitted with your pre-qualified application on this proposal.

Dated at this day of 20
Name of Organization:
Signature:
Print Name:
Title:
Notary Statement:
Mr./Mrs./Ms. being duly sworn deposes and says that he/she
is the of and that the
(Position or Title) (Firm Name)
answers to the foregoing questions and all statements therein contained are true and correct.
Subscribed and sworn to before me this day of 20
Notary Public:
My Commission Expires: 20

L. ETHICS FORMS **-** A duly authorized representative of the company must sign these forms

- √ **These forms must be notarized and clearly show notary seal or acknowledged by a Commissioner of the Superior Court**.

- √ ALL REQUIRED forms, **must be completed, signed and returned** by the bidder/proposer as part of the bid/proposal/RFQ response package.

- √ Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFQ.

- √ If it is determined by the University of Connecticut and/or State of Connecticut that **any information requested was not referenced and submitted** with this bid/proposal/RFQ/LOI, and then such determination **will be just cause for disqualification of the bid/proposal/RFQ.**

Contractor's Initials:_____

OPM Ethics Form 5
Rev. 10-01-11

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:
If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ _____ YES _____ ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____ _____
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court
or Notary Public

Form C
07-08-2009

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Affidavit By Entity For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____ , an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____
Authorized Signatory

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____ _____
Commissioner of the Superior Court/ Notary Public **Commission Expiration Date**

FORM OF PROPOSAL

All pages within the Form of Proposal must be completed, signed by a duly authorized representative of the firm and returned as part of the bid/proposal/RFQ response package. NO FACSIMILE SIGNATURE PERMITTED

- √ **If the form of proposal is being submitted by a Joint Venture, each Joint Venture shall sign the Proposal, and each Joint Venture agrees to be bound by the terms and conditions thereof.**
- √ **Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFQ.**
- √ **If it is determined by the University of Connecticut and/or State of Connecticut that any information requested but not referenced and submitted with this bid/proposal; such determination will be just cause for disqualification of the bid/proposal.**

(TO BE FILLED IN AND SIGNED BY THE BIDDER)

Signed the _____ day of _____ 20____.

Firm Name: _____

Street: _____

City/State/Zip Code: _____

Telephone Number: _____

Signature/Title: _____

Print Name/Title: _____

(TO BE FILLED IN AND SIGNED BY JOINT VENTURE IF APPLICABLE)

Firm Name: _____

Street: _____

City/State/Zip Code: _____

Telephone Number: _____

Signature/Title: _____

Print Name/Title: _____

Signature/Title: _____

Print Name/Title: _____

End of Form of Proposal

Contractor's Initials:_____

AIA® Document A101™ – 2007

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

The following document is the AIA A101 – Standard Form of Agreement for On-Call Trade [Set Aside] Contractors Between Owner and Contractor as modified by the University of Connecticut.
Modification Date: June 8, 2016
AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

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

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

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

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:22:01 on 06/14/2016 under Order No.5670451844_1 which expires on 05/23/2017, and is not for resale.
User Notes: (1953515875)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents for each individual project shall consist of the Contract for On-Call [Set Aside] Trade Contractor Services for [_____] executed by the Owner on [_____] ; this AIA A101-2007 Agreement, as amended, the AIA A201-2007 Conditions of the Contract (General Conditions, AIA A201 – 2007, as amended); and the Drawings, Specifications, Bid Clarification(s) and/or Addenda, the Project Manual, including, but not limited to, the Invitation to Bid, Notice and Instructions to Bidders, Contractor's Form of Proposal, as accepted by the University, all Exhibits within the Proposal, State of Connecticut Department of Labor Prevailing Wage Rates, Labor Rates, and Insurance Certificates, Performance and Payment Bonds, as issued for that individual project, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these 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. The provisions of the AIA A101-2007, as amended, and of the attached AIA A201-2007, as amended, apply to this individual project, except to the extent specifically modified in the Contract Documents for the individual project. A further partial enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§2.1 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. Without limiting the foregoing, the Contractor shall furnish and install all materials, labor and equipment required to provide [_____] as set forth in the Contract Documents enumerated in Article 9.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The
(Paragraphs deleted)
Date of Commencement of the Work shall be fixed in the Notice to Proceed issued by the Owner.

§ 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 of this individual project not later than [_____] ([___]) days from the date of commencement,
(Paragraphs deleted)
subject to adjustments of this Contract Time as provided in the Contract Documents.

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Liquidated Damages of [_____] and 00/100 Dollars ($[_____]) per calendar day shall be assessed as provided in Paragraph 9.11 of the AIA A201-2007 General Conditions, as amended.

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. The Contract Sum is the amount set forth in Section 4.1 and includes the amounts for the following alternates, if any, accepted by the Owner.

Alternate prices, which reflect the work of the bid package under which a bid proposal is submitted shall remain valid for the life of the project, unless otherwise noted in the Contract Documents and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. Alternate prices are good for both adds and deducts.

[____]

§ 4.3 Unit prices, if any, are as follows:
All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. The rates provided will be negotiated and included as part of a subcontract. The Unit Prices herein shall remain valid for the life of the individual project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

Item	Units and Limitations	Price Per Unit ($0.00)
[____]	[____]	[____]

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

Item	Price
[____]	[____]

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.

§ 5.1.3 The Owner shall make payments to the Contractor on each Application of Payment within 45 days of the Owner Representative's receipt of a properly submitted, correct and accepted Application, in accordance with the provisions of the AIA A201-2007 General Conditions, Article 9, as amended. The "Owner Representative" shall be as defined in AIA A201-2007 Paragraph 2.1.1.1.

§ 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.

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§ 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 Seven and One Half Percent (7.5%). 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 Seven and One Half Percent (7.5%);

.3 This Section applies only to the extent the Work is subject to Section 46a-68d of the Connecticut General Statutes. The Contractor shall comply with the requirements of Section 46a-68d of the Connecticut Statutes. In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the University shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.

.4 Subtract the aggregate of previous payments made by the Owner; and

.5 Subtract amounts, if any, for which the Owner Representative 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 Owner Representative 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.)

N/A

§ 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

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.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, subject to the provisions of the AIA A201-2007 General Conditions, Article 9, as amended.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The University Master Planner and Chief Architect for Planning Architectural & Engineering Services for the Owner and in the case of a project for the UCONN Health ("UCH"), its Associate Vice President for Facilities Development & Operations 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.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

(Paragraphs deleted)

NOT USED.

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

(Paragraphs deleted)

NOT USED.

§ 8.3

(Paragraphs deleted)

NOT USED.

§ 8.4

(Paragraphs deleted)

NOT USED.

(Paragraph deleted)

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the Owner.

§ 8.6 Other provisions:

The Contractor is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Executive Vice President for Administration and Chief Financial Officer, or in the case of UCH its Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University:

(a) in any advertising, publicity, promotion, nor;

(b) to express or to imply any endorsement of Contractor's work product or services.

§8.7 ETHICS AND COMPLIANCE

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In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§ 8.8 JOINT VENTURE

§ 8.8.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

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, as amended.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended and attached hereto.

§ 9.1.3 NOT USED.

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

Specifications are those contained in the Project Manual, as the same may have been modified or supplemented by Bid Clarifications or Addenda. Without limiting the foregoing, the Specifications include those documents listed in the Table of Contents attached as Exhibit A.

(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

Drawings shall be the documents listed on the List of Drawings – attached as Exhibit B.

(Table deleted)

§ 9.1.6 The Bid Clarifications or Addenda, if any, are as follows:

Number	Date	Pages
[____]	[____]	[____]

Portions of Bid Clarifications or 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, for this individual project forming part of the Contract Documents are enumerated as follows:

The Invitation to Bid dated [____] (the "Invitation to Bid")
Notice and Instructions to Bidders
Contractor's Proposal Form dated [____] ("Contractor's Form of Proposal")
Project Manual dated [____] (the "Project Manual")
(Paragraph deleted)

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Labor Rates (which the parties acknowledge and agree are the Contractor's labor rates for the purposes of Section 7.2.2.3 of General Conditions, AIA A201 – 2007, as amended) attached as Exhibit C (the "Labor Rates")
CPM Schedule (which the parties acknowledge and agree is the schedule for the purposes of Section 3.10.1 of General Conditions, AIA A201 – 2007, as amended) attached as Exhibit D
Owner's Contractor Environmental, Health & Safety Manual
Payment and Performance Bonds

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.

This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

This Agreement is entered into as of the day and year first written above and is executed in at least two originals, of which one is to be delivered to the Contractor and one to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Executive VP for Administration & CFO	
Duly Authorized: CGS §§ 10a-109d; 10a-109n	
(Printed name and title)	*(Printed name and title)*
Date:_____	Date:_____

(Paragraphs deleted)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

The following document is the AIA A201 – General Conditions of the Contract for Construction as modified by the University of Connecticut and is for any project which is included within the University of Connecticut On-Call Trade [Set Aside] Contractor Program.

Modification Date: June 8, 2016
for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name and address)

THE CONTRACTOR:
(*Name and address*)
[____]

THE ARCHITECT:
(Name and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents for each individual project consist of the Contract for On-Call [Set Aside] Trade Contractor Services for [_____] executed by the Owner on [_____] (the "Master Agreement"); the AIAA101-207 Agreement, as amended, this AIA A201-2007 Conditions of the Contract (General Conditions, as amended), Drawings, Specifications, Bid Clarifications and/or Addenda as issued for that individual project, the Project Manual, including the Invitation to bid, Notice and Instructions to Bidders, Contractor's Form of Proposal, as accepted by the University, all Exhibits within the Proposal, State of Connecticut Department of Labor prevailing Wage Rates (to the extent prevailing wage is required under Section 13.10 hereof), Labor Rates, and Insurance Certificates, Performance and Payment Bonds (to the extent required under Section 11.4 hereof), as issued for that individual project, other documents listed in this Contract and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears in Article 9 of the AIA A101-2007. The provisions of the AIA A101, as amended, and of the AIA A201, as amended, apply to each individual project, except to the extent specifically modified in the Contract Documents for the individual project. 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. In the event of any conflict between provisions of the Master Agreement and the AIA A101 Agreement, the AIA A201 General Conditions, as modified by the Owner and Division One of the Specifications, issued for the individual project, on the one hand, and provisions of the technical specifications and plans prepared by the Architect, on the other hand, the provisions of the former group of documents shall take precedence.

§ 1.1.1.1 Whenever the words, "directed", "required", "ordered", "designated", prescribed", or words of like import are used, it shall be understood that the direction", "requirement", "order", "designation", or "prescription" of the Owner Representative is intended and similarly the words "approved", "acceptable", satisfactory", or words of like import shall mean, "approved by", or "acceptable to", or "satisfactory to" the Owner Representative unless otherwise expressly state. The "Owner Representative" shall be as defined in the AIA A201-2007 Section 2.1.1.1.

§ 1.1.1.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is, "furnished and installed".

§ 1.1.1.3 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vise versa. Title of Articles and Sections are for convenience only, and neither limit or amplify the provisions of this Contract in itself. The use herein of the word "including", when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation", or "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 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

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the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project, whether on or off the site of the Project, and including all labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 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.

(Paragraphs deleted)
§ 1.1.7 THE PROJECT MANUAL
The Project Manual is a volume assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 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.

§ 1.1.9 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the AIA A101-2007 Contract Section 6.1to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Contract 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.

§ 1.2.1.1 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract documents and applicable standards, codes, and ordinances, the Contractor shall: 1) provide the better quality or greater quantity of work, or 2) comply with the more stringent requirement; either or both in accordance with the Owner Representative's interpretation. The terms and conditions of this Section 1.2.1 however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.1.1 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

§ 1.2.1.1.2 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for approval by the Architect before making the change.

§ 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.

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

§ 1.2.4 In performing its obligations under this contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by any governmental body having jurisdiction over the Work, location of the Work, or the Contract.

§ 1.2.5 If any item, material, product or equipment is found to be specified in more than one Division Section or Article of the Specifications, the Contractor shall be responsible for determining which subcontractor or supplier shall provide the item.

§ 1.2.5.1 When applied to materials and equipment, the words "furnish", "install", and "provide" shall mean the following:

The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit for their intended use, as specified in Section 3.5 of the General Conditions.

The word "furnish" shall mean to secure, pay for, deliver to site, unload, uncrate and store materials.

The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit for use, and perform all services specified in General Conditions Section 3.5 except those included under the definition of the word "furnish" above.

The phrase "furnish and install" shall be equivalent to the word "provide".

§ 1.2.5.2 The phrase "match existing" shall mean the following:

Where Contract Documents call for exact matching, match existing work exactly in quality and appearance.

§ 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 EXECUTION OF CONTRACT
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.

(Paragraphs deleted)
§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.6.1 For the purposes of this Contract only, the Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors. The Owner will retain all common law, statutory and other reserved rights, including copyrights unless the Contract between the Owner and Architect provides otherwise. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other

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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.

§ 1.6.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. 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' rights.

§ 1.7 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 Contract or the Contract Documents.

§ 1.8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

§ 1.8.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in Section 4.2.1, the Architect does not have any authority to act on behalf of the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.1.1 A staff member of the Owner shall be designated as the "Owner Representative". All contact and communication with the Owner shall be through the Owner Representative, or his or her designee. The Owner, on certain projects, may also retain the services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner Representative and/or the Architect. Should this occur, the Contractor will be advised in writing, as appropriate, of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.

§ 2.1.2 NOT USED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 NOT USED.

§ 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 exercise proper precautions relating to the safe performance of the Work. Contractor shall review all such information and notify the Owner of any inaccuracies within twenty (20) days of its receipt.

§ 2.2.3.1 Data concerning site, size, access to site, staging and storing, present obstructions on or near the site, conditions of existing adjacent structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions, has been obtained from sources Owner believes reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at Contractor's sole risk and expense.

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§ 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 The Contractor shall purchase such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 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. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 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 seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies, 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.

§2.5 EXTENT OF OWNER RIGHTS

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Contract 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. The Contractor shall not replace the Contractor's representative without the prior written consent of the Owner.

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

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

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract Documents, which representations and warranties shall survived the execution and delivery of the Contract Documents and the final completion of the Work;

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(a) That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
(b) That it, through its Subcontractors or otherwise, is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
(c) That it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
(d) That its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporate action; and
(e) That its duly authorized representative has visited the site of the Work, familiarized himself with the local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.

§ 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 and all Subcontractor tiers have visited the site, become familiar with all existing conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 The Contractor and all Subcontractors shall visit the Project site and become acquainted with all existing conditions and conduct all tests, examinations or inspections including, but not necessarily limited to any subsurface investigations they deem necessary or as required by law, at their sole expense, to satisfy themselves as to existing conditions on the site, including sub-surface conditions. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and the Owner shall approve of any engineer or consultant engaged to perform such test, examination or inspection.

§ 3.2.3 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 and Owner Representative any errors, inconsistencies or omissions discovered or which should have been discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner Representative 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. After reporting to the Architect any error, inconsistency, or omission which the Contractor may discover in the Contract Documents, the Contractor is not to proceed with any work so affected without the Architect's written response and or clarifications and, if required, Owner approval of Contract adjustments.

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

§ 3.2.5 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 unless the Contractor recognized, or should have recognized,

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such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner Representative immediately.

§ 3.2.6 No compensation will be allowed by reason of any difficulties which the Contractor could have discovered or reasonably anticipated, prior to execution of the Contract by visiting the project site and observing existing conditions and/or comparing these to the Contract Documents at the time of shop drawings and/or submittals.

§ 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. The Contractor shall schedule and perform the Work so as not to interfere with any other related work being performed by the Owner in or about the Project site. 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 any damages, losses, costs and expenses resulting from the 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.

§ 3.3.4 The Contractor shall send its qualified representative to periodic progress meetings held at such time and at such place as Architect or the Owner shall designate in accordance with the Contract Documents.

§ 3.4 LABOR AND MATERIALS

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

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

§ 3.4.2.1 In connection with any requests for substitutions, the Contractor:

.1 represents that the Contractor and Subcontractor or any applicable tier have personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor and proposed manufacturer will provide the same or superior warranty coverage for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

.4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects;

.5 shall make requests for substitutions within fifteen (15) days after Contract award or at the preconstruction meeting; and

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.6 shall reimburse and compensate the Owner for any costs incurred in connection with, and/or the value of, any services performed by the Architect and/or the Owner Representative associated with addressing the request for substitution.

§ 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.

§ 3.4.3.1 The Contractor shall neither permit nor suffer the use of offensive language on or about the Work embraced in this Contract.

§ 3.4.3.2 The Contractor shall neither permit nor suffer lewd conduct on or about the Work embraced in this Contract.

§ 3.4.3.3 All of Owner's buildings are smoke-free buildings. Additionally, the Contractor shall not permit outdoor smoking, where it creates a hazard, nor the introduction or use of drugs, spirituous or intoxicating liquors, on or about the Owner's property.

§ 3.4.3.4 The Contractor shall be fully responsible to the Owner for the acts of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.

§ 3.4.3.5 The Contractor shall familiarize himself and act in compliance with the current "President's Policy on Harassment" including its provisions prohibiting sexual harassment.

§ 3.4.3.6 The Contractor is hereby specifically cautioned that unless specifically authorized in writing by the Owner's Executive Vice President for Administration and Chief Financial Officer or in the case of a University of Connecticut Health Center project, the Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use and shall not use, in any manner, the name of the Owner, its officials or employees, or the Seal of the Owner: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of Contractor's work product or services.

§ 3.4.4 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility of determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and of notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 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, including substitutions not properly approved and authorized, 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 Owner is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum, or any Application for Payment, or request for Change Order or other compensation. A Sales Tax Certificate is available from the Owner's Purchasing Department upon written request.

§ 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

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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.

(Paragraph deleted)
§ 3.7.4 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work, or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required to be performed by Subcontractors of any tier, the Contractor shall ensure that any such Subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 3.7.5 CONCEALED OR UNKNOWN CONDITIONS. See Section 15.1.8.
§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, 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, except when installation is specified as part of the allowance in Division 1 Specifications; 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, except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

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

§ 3.9 SUPERINTENDENT AND PROJECT MANAGER
§ 3.9.1 The Contractor shall employ a competent full time superintendent(s) and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The superintendent shall be satisfactory to the Owner and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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§ 3.9.2 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner's Representative and Architect the name, qualifications and references of the proposed superintendent(s).

§ 3.9.3 The superintendent(s) shall be satisfactory to the Owner and the Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If for any reason the superintendent(s) is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall employ a competent project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The project manager shall be satisfactory to the Owner and the Contractor shall not replace the project manager without the prior written consent of the Owner. The project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.5 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name, qualifications and references of the proposed project manager.

§ 3.9.6 The project manager shall be satisfactory to the Owner and the Contractor shall not employ a proposed project manager to whom the Owner or Architect has made reasonable and timely objection. If for any reason the project manager is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not replace the project manager without the prior written consent of the Owner.

§ 3.9.7 Additional key personnel may be required for this project. The Contractor shall provide additional personnel as required to ensure proper project coordination.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within ten (10) days of the date reflected on the Letter of Intent to Award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall be in such format, and contain such information as the Owner may request or outlined in Division 1 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall, with the prior review and approval of the Owner and Architect, 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 simultaneous review and approval by the Owner and Architect. The Owner and Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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§ 3.11.1.1 In addition, the Contractor shall indicate on the drawings, as best as possible, all new and existing pipe and conduit runs which are concealed in the floor slabs, walls, ceilings, etc. The Contractor shall indicate on the drawing the electrical distribution panel and circuit number supplying each item installed or reconnected, with diagrammatic lines showing sequence of connections. All changes shall be identified and circled on the Architect's and Engineer's drawings at the time they occur for each such field change.

§ 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect or Engineer without action. Such action will not be grounds for time extension to the Contract.

§ 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 and the Owner Representative in writing of such deviation at the time of submittal and (1) the Owner Representative 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

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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.

§ 3.12.11 See Specifications for additional information on Shop Drawings.

§ 3.13 USE OF SITE

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

§ 3.13.2 Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the premises where the Work is to be performed.

§ 3.13.3 The Work in this Contract should not interfere with normal, continuous and safe operation of the buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner approved by the Owner Representative as a part of the Contract.

§ 3.13.4 The Contractor shall comply with the following procedures when working in occupied areas including classrooms, hallways, and office spaces:

§ 3.13.4.1 Notification: The Contractor shall notify the Owner Representative and the Building Safety Committee Representative two (2) days prior to commencing work in occupied office, classroom and other areas. This notification shall include detailed description of proposed work.

§ 3.13.4.2 Overhead Work: There shall be no overhead work, (e.g. demolition, HVAC ductwork, and/or electrical) performed directly over occupied spaces.

§ 3.13.5 The Contractor shall produce a site mobilization plan for the Owner Representative's review and approval before beginning operations on site. This document shall be updated and submitted monthly. No deviations will be allowed without the prior approval of the Owner.

§ 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.

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§ 3.14.3 Written permission shall be obtained from the Architect/Engineer before cutting beams, arches, lintels or other structural members.

§ 3.14.4 See Specifications for additional information on Cutting and Patching.

§ 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 and shall clean and/or remove all stains, spots, marks, blemishes, foreign matter and dirt from surfaces of the Work and from other surfaces not a part of the Work but where such conditions resulted from the Contractor's operations 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. In the event of legal action arising out of such infringement for which the Contractor is responsible and which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall defend, 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 willful, wanton or 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 which would otherwise exist as to a party or person described in this Section 3.18. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

§ 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.

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§3.18.3 The Contractor further agrees to obtain and maintain at it expense such general liability insurance coverage as will insure the provisions of this Section and other contractual indemnity obligations assumed by the Contractor in this Contract.

§ 3.18.4 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants and their agents and employees from and against all claims, damages, losses, including, but not limited to, attorneys fees, arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground, which is caused by any negligent or willful or wanton act or omission of the Contractor, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor shall further indemnify and hold harmless the Owner, the Architect, and the Architect's consultants, and the agents and employees of any of them, as set out above for any acts that are outside of the contract specifications, and without the supervision or direction of the Owner, its Architects and Engineers; additionally this same indemnification shall apply to the misuse or malfunction of any equipment rented, owned, or leased by the Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

The Owner assumes no responsibility or liability from loss or damage to the Contractor's equipment, materials, or supplies.

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 Contract 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.

§ 4.2.2.1 Where it is stated in the Contract Documents that the Contractor shall pay for or reimburse the Owner for services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personnel Expense plus any expenses incurred in providing such services. Direct Personnel Expense is defined as the direct salaries of the architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contribution and benefits.

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

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

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

§ 4.2.6 The Owner Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner Representative will have authority to require additional 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. The Architect shall advise and assist the Owner Representative in performing any of the functions set forth in this Section.

§ 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 Owner Representative or the Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 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. The undertaking of any inspections by the Architect is not to be construed as supervision of actual construction, nor to make the Architect responsible for providing a safe place for the performance of work by the Contractor of the Contractor's employees, or those of suppliers of subcontractors for access, visits, work, travel, or occupancy by any person.

§ 4.2.10 NOT USED.

§ 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. If no

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agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

§ 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 decisions of the Owner Representative, with the advice and consultation of the Architect on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

§ 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 from the date of the Letter of Intent to Award, 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 fourteen (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. The Contractor shall submit the list of the subcontractors along with their CT registration number and FEIN or social security number if no FEIN number is available, within ten (10) days of the Letter of Intent to Award.

§ 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.

§ 5.2.2.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through:

http://www.ctdol.state.ct.us/

or the Federal List of Excluded Parties Listing System available through http://epls.arnet.gov/

or who is party to a legal dispute with the State of Connecticut.

§ 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 and is not ineligible to be contracted with in accordance with Section 5.2.2.1, the Contract Sum and/or 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

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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 (including those who are to furnish materials or equipment fabricated to a special design) previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 As set forth more fully in the Notice and Instructions to Proposers, if the value of the masonry, electrical, mechanical (other than HVAC) and HVAC work each exceeds $25,000, the Contractor may be required to list the names and prices of Subcontractors for masonry, electrical, mechanical other than HVAC, and HVAC work, as well as other Subcontractors or as may be required by the Bid Documents. Substitution of a Subcontractor for one named in the Bid Document, or substitution of a Subcontractor for any designated sub trade work bid to be performed by the Contractor's own forces, shall not be permitted, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or where appropriate, Contractor's: (1) death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bonds shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a Subcontract, as set forth in the Bid Documents.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.3.2 Any Subcontract must be in the form as provided by the Owner in accordance with Section 4b-96 of the Connecticut General Statutes. Supplements or other forms of Subcontracts are permitted as long as all the basic elements of the Connecticut General Statutes Section 4b-96 form are covered. In the event of any conflict or inconsistency between the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner and the Contractor's standard Subcontract form, the provisions of the Connecticut General Statutes Section 4b-96 Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner.

Within five days after being notified of an award of a general contract by the University or, in the case of an approval of a substitute Subcontractor by the Owner, within five days after being notified of such approval, the Contractor shall present to each listed and approved Subcontractor, or approved Substitute Subcontractor, which will be performing masonry, electrical, mechanical other than HVAC, or HVAC work, or which will be performing other subcontract work which the Owner has designated in the Bid Documents as applicable to the following requirements:

1. A Subcontract in the form as described above.
2. A notice of the time limit under this section for executing a Subcontract.

If such Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded after presentation of a Subcontract by the Contractor to execute a Subcontract in the form hereinafter set forth, the Contractor shall propose

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another Subcontractor for the Owner's consideration and approval. When seeking approval for a substitute Subcontractor, the Contractor shall provide the University with all documents showing (A) the Contractor's proper presentation of a Subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The Owner shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the prior Subcontractor if the new Subcontractor's price is lower and may adjust such Contract Price if the new Subcontractor's price is higher. The Contractor shall, with respect to each such Subcontractor or approved substitute Subcontractor, file with the Owner a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a Subcontract to such Subcontractor.

§ 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. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (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.

§ 5.5 The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

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 and construction requirements. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. 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.

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§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable. If any part of a Contractor's work depends on proper and timely execution or relies upon the interphasing or coordinating of the work of any other separate Contractor, or the Owner, the Contractor shall allow for this interrelationship in the planning and performance of his work, without interference to any other contractor.

§ 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 Owner Representative 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. All changes to the Work shall be approved by the Owner Representative. Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment shall be the basis for any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided for the Contract Documents..

§ 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 Owner or 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

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.3 The extent of the adjustment, if any, in the Contract Time.

There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the Work delayed is on the critical path of the Project Schedule in accordance with Section 8.3.

The signature of the Architect signifies that he has reviewed the change proposed, with accompanied breakdowns and subcontractors change proposals for appropriate quantities and unit costs and recommends the change. However, if the Contractor and the Owner Representative have signed the change order, the Architect's signature is not necessary in order for the Change Order to constitute a modification to the Contract which binds the Owner and the Contractor.

§ 7.2.2 CHANGE ORDER COST COMPONENTS

The contractor's proposal for a change in the Work shall be itemized completely, submitted in a detailed format acceptable to the Owner and shall include the following itemized cost components, as appropriate:

§ 7.2.2.1 Engineered Equipment and Materials:

Engineered Equipment shall be defined as equipment specified by the contract from a single manufacturer. **Material** (bulk materials) shall be defined as permanent construction materials that become part of the completed installation Engineered Equipment and Material costs shall be considered all-inclusive of the purchase cost of the equipment including all freight costs, purchasing services, expediting, and inspections and shall be substantiated by manufacturer quotes subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.2 Direct Field Labor Hours:

Direct labor work hours for change orders shall be itemized indicating the estimated direct labor to be expended in the actual installation of equipment and materials that will become a permanent part of the finished project. The quantity of hours shall be based upon the contractor's estimate to complete the work based upon actual field conditions subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.3 Direct Field Labor Costs:

Direct field labor costs are defined as cost of the direct labor estimated in the actual installation of equipment and materials that will become a permanent part of the finished project. Direct field labor may include hourly labor classifications for foremen, journeymen, apprentices, laborers, etc. Direct field labor costs may include contractor's direct labor payroll costs including social security, unemployment (federal and state), workers' compensation insurance, fringe benefits, and any other identified costs directly related to direct labor subject to review and approval by the Owner's representative, with the advice of the Architect.

The contractor's direct labor rates as outlined above are to be substantiated by a detailed direct labor cost breakdown with associated back-up support in a form acceptable to the Owner.

If the project is subject to prevailing wage rates, no wage above the prevailing rate shall be allowed unless such rate is substantiated by documentation of actual wages paid in the proposed amount or subject to labor rates submitted and accepted by the Owner as part of the contract documents.

§ 7.2.2.4 Construction Equipment and Tool Rental:

Contractor owned or rented equipment and major tools costs are allowed as part of the cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. Major tools shall be defined as non-hand held tools. Pricing rates for equipment and major tools shall be acceptable if agreed to by the Owner. In such cases, equipment costs shall be submitted for review and approval by the Owner, with the advice of the Architect. Changes that require specialized equipment not already on site shall have costs shown separately and shall include justification.

§ 7.2.2.5 Field Overheads (Indirects):

Field overhead (indirect) labor shall include field (onsite) supervision (superintendent, general foremen, field engineers)

Field overhead (Indirects) are allowed as part of a cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. In such cases additional costs of supervision

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and directly attributable to the change based on supporting data additional shall be submitted for review and approval by the Owner, with the advice of the Architect. The hourly rate for such personnel shall be based upon rates submitted to and approved by the Owner with the advice of the Architect. Changes that require specialized personnel or additional staff shall have costs shown separately and shall include justification.

Field Facilities shall include the following classifications, as applicable:

1. Temporary offices (office furniture, copiers, computers, printers, other office equipment and supplies)
2. Temporary material storage (storage vans and containers, warehouse rental)
3. Utilities (electricity, phones, data lines, restroom facilities)

Field Facilities costs are not allowed as part of the costs of a Change Order except in the event that a change involving an adjustment in contract time is submitted and approved in accordance with Section 8.3 or for changes that do not impact the critical path, it is demonstrated to the Owners satisfaction that such incremental costs are valid and related to the change in work. In such cases, Field Facilities costs shall be submitted for review and approval by the Owner, with the advice of the Architect.

§ 7.2.2.6 As noted in Section 3.6, the Owner is a tax exempt institution. The tax on materials or supplies exempted by the current regulations of the Department of Revenue Services shall not be included as a cost component of any Change Order or Change Order request/proposal.

§ 7.2.2.7 Subcontractors:
Subcontractors shall adhere to the same contract requirements and shall utilize change order pricing methodology that is consistent with the general contractor's contractual agreement with the owner. Include detailed Subcontractor cost proposals as backup to all subcontractor pricing.

§ 7.2.2.8 General and Administrative Overhead (Home Office) Costs and Profit (Overhead and Profit):
Overhead and Profit shall be applied as a percentage to the total cost of the change and shall include:

1. All home office expenses;
2. Safety related items, including safety equipment, safety administration, and all related costs associated with the contractor's safety program;
3. Small tools, which are defined as construction tools with a value of up to $500;
4. Consumable materials, which are normally used in the execution of the work and as may be further defined in the general conditions section of the specifications;
5. Indirect costs as related to field administrative personnel (project manager, field safety supervisor, planners, estimators, office manager, secretarial services, document control);
6. Indirect costs as related to support staff ;
7. Commercial General, Automobile, Umbrella, Aircraft and Contractor's Pollution Liability Insurance as described in Section 11.1.2;
8. Parking;
9. Safety;
10. Commissioning Requirements;
11. Such other items as are commonly considered part of home office overhead;
12. Company vehicles, gas, d mileage and travel time;
13. Union-related contributions, fees, expenses and costs;
14. Any training; and
15. Licenses.

§ 7.2.2.9 The determination of overhead and profit allowance for a contract change shall be based on the total direct cost of the work including material, labor, and equipment cost, as appropriate, utilizing the Contractor/Subcontractor Combined Overhead and Profit Markup Table as follows:

Contractor/Subcontractor Combined Overhead and Profit Markup Table:	
Contractor markup on self performed work	15%
Contractor markup on subcontractor work.	5%

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Subcontractor markup on self performed work.	15%
Subcontractor markup on first tier sub-subcontractor work.	5%
Sub-subcontractor markup on self performed work.	10%
Subcontractor markup on Sub-subcontractor subtier work	0%
Sub-subcontractor markup on subtier work.	0%

§ 7.2.2.10 Upon computing of the direct costs and applying the Section 7.2.2.9 mark ups to the direct costs on a compounded basis, the aggregate allowance for overhead and profit on any contract change shall not exceed twenty percent (20%).

§ 7.2.2.11 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure (as defined in Section 8.2.3.2), shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period.

§ 7.2.2.12 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 Owner Representative. 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.

§ 7.2.2.13 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.2.2.14 Bond Costs: Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to any original Performance, Payment, Labor or Material Bond. Such Bond Costs will be adjusted as a final Change Order to the Contractor with no additional fee or mark-up.

§ 7.2.3 The Contractor shall submit cost proposals only on "Change Order Proposal Request Form" provided in Division 1of the Specifications or on a form and in a format acceptable to the Owner. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, unit prices, and Subcontracts. Subcontract proposals included in any work shall also be itemized.

§ 7.2.4 Alternates awarded by Change Order after Contract execution are not subject to Contractor , Subcontractor or Subcontractor tiers overhead and profit mark-up.

§ 7.2.5 Agreement upon and execution of any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Application for Payment as if such Work were originally part of the Contract Documents.

§ 7.2.6 Any percentage referred to hereafter for General Conditions, and/or Overhead and Profit included in the adjustment to the Contract Sum shall be applied to the costs of performing the work attributable to the change as stated in 7.3.7.1 through 7.3.7.6. No markup shall be allowed for premiums on bonds and insurance.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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signifies that he has reviewed and recommends the change. However, if the Owner Representative has signed the Change Directive the Architect's signature is not necessary in order for the Change Directive to be valid

§ 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 a proposed adjustment to the Contract Sum and/or Contract Time, the adjustment shall be based on one of the following methods:

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

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

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

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. The Contractor must proceed promptly regardless if the directive is signed by the Contractor.

§ 7.3.7 If the contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method for adjustment in the Contract Sum and/or Contract Time shall be determined at the sole discretion of the Owner Representative, 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, a reasonable allowance for overhead and profit in accordance with Section 7.2. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Any increase to Contract time will be limited to only changes that have been demonstrated through a critical path analysis in conformance with Section 8.3 and Division 1 of the Contract Documents to extend the Project end date. Unless otherwise provided in the Contract Documents, costs of performing the Work attributable to the changes for the purposes of this Section 7.3.7 shall be limited to the following as defined in Section 7.2:

.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 and any hand-held equipment, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of field overhead personnel directly attributable to the change based on supporting data.

§ 7.3.8 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.

§ 7.3.9 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 Owner Representative. When both

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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.

§ 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate 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, subject to approval of the Owner Representative, 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 and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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 Notice to Proceed.

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

§ 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.

§ 8.2.3.1 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 of AIA Document A201 or if requested by the Owner. In the event any progress report indicates any delays or potential delays, the Contractor shall advise the Owner of its plan to recover the schedule, providing the Owner with a recovery schedule, and shall further take all steps necessary to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or recovery schedule constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.2.3.2 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved construction schedule for reasons within the responsibility of the Contractor, the Owner shall have the right to order the Contractor to take any and all corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measure (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measure shall continue until the progress of the Work complies with the stage of completion required by the approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

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§ 8.2.3.3 The Contractor shall not be entitled to any adjustment in the Contract Price in connection with Extraordinary Measures required by the Owner, if the Owner determines that the conditions creating the need for such Extraordinary Measures were within the responsibility of the Contractor.

§ 8.2.3.4 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any approved construction schedule or completion date established in accordance with the Contract.

§ 8.2.4 The Contractor and the Owner agree that the times specified for the performance of the Contract shall include not only the work of the original Contract but any additional work ordered by the Owner which, in the opinion of the Owner Representative, can be performed concurrently with the original work specified and therefore do not warrant the granting of an extension of time.

§ 8.2.5 Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Architect and the Owner. The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours.

§ 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, or unavoidable casualties beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time periods as demonstrated through a Critical Path Analysis in conformance with Division 1 of the Contract Documents and accepted by the Owner Representative.

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

§ 8.3.2.1 Claims of delay and requests for extension of time shall set forth in detail the circumstances of such claim, the dates upon which claimed delay began and ended, and the number of days' extension of time requested. The Contractor shall provide supporting documentation as the Architect and Owner may require, including a revised Construction Schedule indicating the affect of the circumstances which form the basis for the claim.

§ 8.3.2.2 The contractor shall not be entitled to an extension of time for each and every one of a number of causes which have a concurrent and interrelated effect on the progress of the Work.

§ 8.3.2.3 Claims for extension of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal for such change. No extension of time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such change unless specific provision for an extension of time has been incorporated in the authorization.

§ 8.3.2.4 Any additional cost to the contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order. No claim for damages for delay, arising from such change in the Work, shall be recognized or be deemed valid.

§ 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 Contract 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

§ 9.2.1 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

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as the Owner Representative may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.1.1 Submission of the Schedule of Values shall be made within five (5) days for projects under One Million Dollars ($1,000,000.00) and for all others within thirty (30) days of the Contract execution.

§ 9.2.1.2 The Schedule of Values shall be submitted (typewritten) on an AIA Document G702 form and should be broken down into a minimum of sixteen (16) divisions based on the Construction Specifications Institute (CSI) Guidelines and subdivided further by Materials and Labor.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 By the twenty-fifth of each month, the Contractor shall submit to the Owner Representative and the Architect a Draft Application for Payment for Work in the form of an AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. The latest edition of each document must be used.

The Owner Representative and the Architect will within ten (10) days after receipt of the Contractor's Draft Application for Payment notify the Contractor in writing of all necessary revisions.

The Contractor shall make all revisions to the Application for Payment as required by the Owner Representative.

The Contractor shall then submit to the Owner Representative and the Architect an Application for Payment for Work in the form of a notarized AIA Document G702, Application for Payment, supported by AIA Document G703, Continuation Sheet, free of any handwritten, marks, notes, annotations, etc. and an Affidavit of Payment and Release of Claims form (either partial release or final release as appropriate) in a form as provided by the Owner.

By submission of the Affidavit and the Application for Payment the Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

§ 9.3.1.1 Each payment requisition submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending for construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to a contractor or a subcontractor.

§ 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.

§ 9.3.1.3 Such Application for Payment shall include a deduction of seven and one half (7.5%) percent of the estimated amount of the application to be retained by the Owner until the completion of the entire Contract in an acceptable manner. The Contractor shall be prohibited from withholding more than seven and one half (7.5%) percent retainage from any payment which is otherwise due to any Subcontractor.

§ 9.3.1.3 .1 This Section applies only to the extent the Work is subject to Section 46a-68d of the Connecticut General Statutes. The Contractor shall comply with the requirements of Section 46a-68d of the Connecticut Statutes. If the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a

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contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the University shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.

§ 9.3.1.4 Whenever the Owner has designated a separate section for a class of work the Contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the Contract. The Owner shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the Contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the Contractor in full for such work.

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

§ 9.3.2.1 Payment for stored material either on site or off site will require Owner's prior approval. Approval will be dependent upon demonstration of hardship due to extended time duration between required purchase and actual field installation or the critical nature of the commodity in relationship to the critical path of the construction schedule. Additionally, the Contractor must provide secured storage, insurance coverage for the material during storage, transfer of ownership of the material to the Owner and indemnify the Owner from any delay, cost associated with or resulting from, the loss or damage of such material during such storage. Payment for such material will be paid for at 80% of invoice verified cost. No stored payment will be considered for raw materials. Those items requiring fabrication must be complete so that identification and appropriate documentation can be obtained to insure such items are part of the work identified in this Contract.

§ 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.

§ 9.3.4 If payment for stored products is approved, Contractor shall furnish with Application for Payment a vendor invoice establishing value of material and equipment stored along with a statement of amount to be paid to vendor.

§ 9.3.4.1 Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment is recommended.

§ 9.3.4.2 Contractor shall give Owner Certificates of Insurance in accordance with Contract Documents for the full value of the items stored. Insurance to be maintained until items are incorporated in 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

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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 following consultation with the Owner Representative 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 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. The Architect following consultation with the Owner Representative 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** after prior notice, defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless full bond coverage, insurance or security acceptable to the Owner is provided by or demonstrated by the Contractor, or unless the Contractor demonstrates to the Owner that the claims do not have a reasonable basis in fact;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment in accordance with the provisions of this Contract;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** injury to persons or damage to the Work or property of the Owner, other Contractors, or others caused by the act of neglect of the Contractor or any of his Subcontractors;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the Contract Sum would not be adequate to cover actual or liquidated damages for the anticipated delay unless the Contractor demonstrates to the satisfaction of the Owner that it or others for whom it is responsible are not responsible for such delay;
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents;
- **.8** failure to submit Construction Schedules as outlined in Division 1 of the Specifications in the time prescribed;
- **.9** failure to submit all documents necessary for compliance with CHRO requirements;
- **.10** failure to submit all copies of all certified payrolls;
- **.11** failure to provide copies of subcontractors contracts per statute; or
- **.12** failure to submit any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured, nor shall any interest accrue or be payable with respect to any payments so 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.

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§ 9.5.4 The Owner shall have the right to apply any such amounts so withheld in such manner, as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such amounts shall be payments to the Contractor.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has certified the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, or shall so notify the Contractor of the Owner's intent to withhold payment to the extent reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions of its Subcontractors due to the causes set forth in Section 9.5.1.

§ 9.6.2 For every Contract with the Owner for the construction, alteration or repair of any building or work;

.1 The Contractor within thirty (30) days after payment to the Contractor by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner;

.2 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within thirty (30) days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

§ 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 (7) 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 Pursuant to Connecticut General Statutes Sections 10a-109a through 10a-109y:

.1 No payments shall be made by the Owner on account of this Contract for this project until the bills or estimates presented for such payments shall have been duly certified to be correct by the Owner;

.2 The obligations of the Owner or the State of Connecticut to make payments to the Contractor for services, labor, or materials provided on this project are limited to those amounts set forth in the Contract Documents and any agreed upon changes or amendments thereto. Neither the Owner nor the State of Connecticut shall or may be liable to make payments in excess of such amount.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect be entitled to the applicable statutory interest.. Said provision does not apply where the Owner has submitted to the Contractor its intention to withhold payment in accordance with Section 9.6.1 or where the Architect has submitted to the Contractor its intention to withhold certification in accordance with Section 9.5.1.

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§ 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 without impact or interruptions 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. The Certificate of Substantial Completion shall become valid upon the written approval thereof by the Owner Representative. Upon such acceptance and written consent of Contractor's surety, if any, and a written statement from CHRO releasing the Owner from any obligation to withhold amounts retained under Section 9.3.1.3.1, the Owner shall make payment of retainage applying to such Work or designated portion thereof. At the sole discretion of the University, reductions in retainage may be allowed before the Contractor reaches Substantial Completion. Such reductions shall not be allowed without written consent from the Contractor's surety. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Certifications. The Contractor at completion of construction shall provide to the Owner a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "This is to CERTIFY that in my professional opinion the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the University of Connecticut. Minor deviations and special stipulations are noted below (if any)".

§ 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.

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§ 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 thirty 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, (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, (6) all documents necessary for compliance with CHRO requirements and as required to obtain the written statement of release from CHRO referenced in Section 9.8.5, (7) copies of all certified payrolls, (8) certifies that all material installed does not contain asbestos, (9) the Certificate of Substantial Compliance referenced in Section 9.8.6, and (10) any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency. 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 claim. If such claim remains unsatisfied after payments are made to the Contractor, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such claim, 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, the written approval of the Owner Representative 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
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§ 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.

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 Time is of the essence to the Contract Documents and all obligations there under. The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion, or causes any delay to the Substantial Completion of any portion of the Work within the Contract Time, as may be extended by the Owner, the

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Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and the Contractor agree as follows:

.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount per calendar day specified in §3.3 of the AIA A101-2007 for every calendar day that the Contractor is in default, commencing upon the first day following the expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

.2 The Owner shall be entitled to recover as actual damages the Owner's costs, expenses and damages it incurs in connection with the completion of the Work in the event that the Contractor fails to complete the Work, and/or the Contractor's surety fails to perform the Work pursuant to any Performance Bond. The Owner shall be entitled to recover as actual damages any payments it makes to any subcontractor or materials supplier that the Contractor's surety fails to pay pursuant to any Payment Bond.

.3 The Owner may deduct liquidated damages described in Clause 9.11.1.1 from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner, together with interest from the date of the demand at the legal rate.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Prior to and as a condition of mobilization on site, the Contractor shall submit a Safety Plan to Owner. To the extent the Owner provides safety manuals or other information, any such manuals and information shall be deemed minimum requirements for the Contractor's fulfillment of its safety obligations. Safety fines may be assessed based on Owner's safety plan and or Occupational Safety and Health Administration ("OSHA") .

§10.1.1.1 In accordance with C.G.S. Section 31-53b, the Contractor is required to submit proof that each employee has completed a course of at least ten hours in duration in construction safety and health approved by the federal OSHA.

§10.1.1.2 The Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Contractor's work. The Contractor shall coordinate and cooperate with the Owner for such activities.

§ 10.1.2 Contractors Safety Program: The Contractor hereby acknowledges that the job site safety will be of utmost importance. Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: (1) those set forth in the most current provisions of the Owner's Contractor Environmental Health and Safety Manual, which is incorporated by reference as a Contract Document; (2) the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; (3) the furnishing and maintaining of necessary traffic control barricades and flagman services; (4) the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; (5) and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its own safety and anti-substance abuse precautions and programs in connection with the Work and if requested by the Owner submit the same to the Owner or its designee for review. The Owner may but shall not be obligated to make suggestions and recommendations to the Contractor with respect thereto.

.1 **Compliance of Work, Equipment and Procedures with all Laws:** All Work, whether performed by the Contractor and its Subcontractors of any tier, or anyone directly or indirectly employed by any

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of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupations Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and the OSHA Act of the State of Connecticut, as amended and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations and requirements of the Owner and its insurance carriers relating thereto, including without limitation the O. In the event of conflicting provisions the more stringent shall govern. The Owner reserves the right to assess fines and penalties to the Contractor for violations of the Owner's Contractor Environmental Health and Safety Manual as may be more specifically referred to in the Manual and may deduct such fines and penalties from any payments due the Contractor under the Contract.

.2 **Contractors Designation of Safety Program Administrator**: The Contractor shall designate a qualified member of its organization at the job site in accordance with the requirements of the Owner's Contractor Environmental Health and Safety Manual whose duties shall include enforcement of the Contractor's Safety Program to assure compliance with Article 10 and to prevent accidents. This position may be required to be a full time position dedicated to this Project. This person's name, qualifications and the estimated number of man-hours of effort per week performing this function shall be submitted to the Owner in writing. His or her identity, qualifications and level of effort must be satisfactory to the Owner who shall have the sole discretion to approve or reject same. Any reduction to this schedule must be submitted to the Owner for approval. The Contractor shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's Representative in the performance of its duties as described above and the names of such representative shall be given to the Owner.

.3 **Suspension of Contractor's Work**: If in the opinion of the Owner or its designee the Contractor shall fail to provide a safe area for the performance of the Work or any portion thereof the Owner or its designee shall have the right but not the obligation to suspend Work in the unsafe area. Contractor shall be liable for all costs incurred of any nature (including without limitation overtime pay, liquidated damages or other costs resulting from delays) resulting from the suspension.

.4 **Right of Owner to have Contractor Send Worker Home**: The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right but not the obligation to order the Contractor to cause any worker to be sent home for the day or to otherwise temporarily or permanently remove him or her from the job site for his or her failure to comply with safe practices or anti-substance abuse policies. Contractor shall promptly comply with such orders from the Owner and shall be liable for any and all costs of whatsoever nature, including attorney's fees paid or incurred by the Owner.

§ 10.1.3 Protection of Work and Property; Responsibility for Loss: The Contractor shall, throughout its performance of the Work, maintain adequate and continuous protection of all property of the Owner and third parties and of the Work and temporary facilities against loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.

§ 10.1.4 Emergencies: In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage injury or loss or to remedy said violation whichever is applicable, failing which the Owner or its Designee may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.

The Owner may offset any and all cost or expenses of whatever nature including attorneys' fees paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall defend indemnify and hold the Owner, and its officers, agents, employees, harmless against any and all costs, expenses or liability in accordance with Section 3.1.8. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the

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Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a request for a Change Order as provided in Section 7.2 of this 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.

The Contractor shall provide and pay for whatever security measures the Contractor deems necessary to protect the Contractor's work until acceptance by the Owner through issuance of a Certificate of Substantial Completion.

§ 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 At a minimum, 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. Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection.

§ 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, at a minimum, shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- .1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner advance written notice of at least five (5) days prior to bringing to the site or utilizing such explosives, materials, equipment or methods..

§ 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 and indemnify and save the Owner harmless for all damage or injury to referenced persons and property 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 in whole or in part 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.

- .1 The Contractor shall repair or replace any such damage at no additional cost to the Owner. Such repair or replacement shall be completed within one week of the damage or as directed by the Owner Representative. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary Work performed and charge the cost to the Contractor.

§ 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 load or permit any part of the construction or site to be loaded so as to endanger the safety of persons or property or cause damage or create an unsafe condition.

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(Paragraphs deleted)
§ 10.2.8 All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters; with all applicable State and local codes, laws, ordinances, rules and regulations; with all requirements of local utility companies and with the recommendations of the Insurance Rating Organization having jurisdiction.

§ 10.2.9 All apparatus, equipment and construction such as ladders, scaffolds, chutes, etc. shall comply with the recommendations of the manual of Accident Prevention in Construction published by the Associated General Contractors of America.

§ 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.

§ 10.3.1.1 Upon request, the Owner, through the Office of Environmental Health and Safety, will provide the Contractor with a written copy of the Hazard Communication Program and chemical inventory for work areas in which they will be working. The Owner, upon request, will make available to the Contractor an opportunity to review the Material Safety Data Sheets ("MSDS") on file for areas where hazardous chemicals are used and stored for work areas they will be working in.

§ 10.3.1.2 Per OSHA's Hazard Communication Standard, Contractors are expected to inform and provide the Owner any MSDSs of materials to be used in their work at the University of Connecticut. Contractors shall provide a chemical inventory and information on the location of chemical use and storage. The Contractor shall be responsible for the removal of all unused portions of chemicals and their waste products from the Project Site. A copy of the Hazard Communication Policy is available for review by the Contractor or prospective Proposers of the Contract at the Office of Capital Project & Contract Administration or at:

http://www.ehs.uconn.edu/Occupational/occuhazard.php

or http://ors.uchc.edu

§ 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. Upon written request, 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 which may have occurred, but must be demonstrated as impacting the critical path of the schedule.

§ 10.3.3 NOT USED.

§ 10.3.4 In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fills or other materials to be incorporated into the Work, which are hazardous, toxic or comprised of any items that are hazardous or toxic. In the event it is determined materials that are hazardous, toxic or comprised of items that are hazardous or toxic have been used as

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fills or incorporated into the Work, the Contractor, at its sole expense, shall be responsible for immediate removal, proper disposal, and replacement of materials of the Work and surrounding areas so affected.

§ 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 Contractor shall verify that all material/equipment installed in any portion of the Work shall be asbestos free. The Owner may perform sampling to verify all suspect material/equipment is asbestos free. If any material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense. Contractor shall visually and in writing provide to Owner or its representative proof that products or equipment to be used are non-asbestos containing, asbestos free, do not contain asbestos, or similar via manufacture statement on product itself or accompanying information.

10.3.6.1 For purposes of this requirement, materials include, but are not limited to, the following:

.1 **Surfacing Treatments**
Fireproofing Acoustical Plaster
Finish Plasters, Skim Coats of Joint Compound, Fibrous Type Paint Applications

.2 **Thermal System Insulation**
Equipment Insulation
Boiler, Breeching, Boiler Rope, Duct or Tank Insulation, Cement or Mortar used for boilers and refractory brick
Piping and fitting insulations including but not limited to Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation

.3 **Roofing and Siding Miscellaneous Materials**
Insulation Board Vapor Barriers
Coatings Felts
Flashing Shingles
Cementitious Board (Transite) Galbestos
Non-Metallic or Non-Wood roof Decking

.4 **Other Miscellaneous Materials**
Cove Base Floor Leveling Compound
Ceiling Tile Vermiculite Insulation
Vibration Isolators Laboratory Tables and Hoods

§ 10.3.7 Most buildings at the University of Connecticut have some Asbestos Containing Materials (ACM) used as building products. Any known ACM has been identified on the Plans and Specifications of this Contract.

§ 10.3.8 Every effort has been made to identify ACM; however, there may be additional ACM present in the area of work. This suspected ACM may become apparent especially during the demolition phases of contracts.

§ 10.3.9 The Contractor shall make every attempt to accomplish work in such a manner as to not disturb ACM or suspected ACM. If the Work cannot be accomplished without disturbing ACM or suspected ACM, or if ACM abatement is specifically incorporated as part of this contract, the Contractor must have the applicable training, licenses, or any other qualifications necessary to perform such work safely and in accordance with Federal, State and Local regulations.

§ 10.3.10 The Contractor shall bring to the immediate attention of the Owner Representative the location of suspected ACM that will be disturbed by work required under this Contract. No work shall be attempted that could result in a release of ACM to the environment.

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§ 10.3.11 Asbestos surveys for most buildings of the Owner which are part of this Contract are available for Contractor's review in the Architectural and Engineering Services building or for UCHC projects at the Facilities Development & Operations office..

§10.3.12 Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Contractor shall conduct demolition and removal work specified in the Contract Documents in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c)-11; and 22a-449(c)-100 through 110.

§ 10.3.13 Where a child under the age of six resides, the work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.

§ 10.3.14 **If this is a renovation project**, testing for lead-based paint has been conducted at selected facilities of the Owner. Results of LBP testing are for information purposes only. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

§ 10.3.15 Except for UCHC projects, lead based paint testing results are available at the Architectural and Engineering Services building. Contractors proposing on this project are requested to visit this office and review lead testing documents.

§ 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.

10.5 LOCKOUT/TAGOUT PROCEDURES REQUIRED BY OSHA

§ 10.5.1 OSHA regulations 29 CFR 1910.147 (The Control of Hazardous Energy) requires employers to develop procedures for the lockout or tag out of machines or equipment. The purpose is to prevent injuries by ensuring that hazardous forms of energy are isolated (locked or tagged out) before employees perform any servicing or maintenance activities, which could result in the unexpected energization, start-up or release of stored energy. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

§ 10.5.2 The Owner has a written Lockout/Tag out Policy, as required under 29 CFR 1910.147. The policy is available for review by the Contractor or prospective Proposers of this Contract upon request.

§ 10.5.3 Prior to commencing any work under this Contract that will or may involve exposure to potentially hazardous energy; the Contractor shall notify the Owner Representative of the lockout/tag out procedures to be used. Lockout/tag out procedures shall be exchanged between the Contractor and the Owner Representative at the Pre-Construction Conference.

§ 10.5.4 All work carried out under this Contract that will or may involve exposure to potentially hazardous energy shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulation 29 CFR 1910.147 (The Control of Hazardous Energy) and 1926.417 (Locking and Tagging of Circuits).

10.6 SOLVENT BASED PRODUCTS

§ 10.6.1 The use of solvent-based products, including paints and adhesives within occupied areas of buildings shall not be allowed as part of this project, unless specifically directed in other provisions of the Contract Documents. The use of solvent-based products in non-occupied areas shall be carried out using adequate ventilation that prevents migration of vapors into occupied areas. If solvent-based products are to be used in occupied areas, then work shall only be accomplished on nights or weekends and with prior approval with the Owner Representative; continuous ventilation should be provided as required to mitigate odors on building occupants using adequate ventilation. The

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Contractor's representative shall notify the Owner Representative, the Department of Environmental Health and Safety and the Building Safety Committee Representative two (2) days prior to the intended date of such work.

10.7 CONFINED SPACE ENTRY

§ 10.7.1 Certain areas at the University of Connecticut such as manholes, tanks, vessels, trenches, ducts, etc. meet the OSHA definition of a confined space (pursuant to 29 CFR 1910.146) in that they: 1) are large enough and so configured that an employee can bodily enter and perform assigned work; 2) have limited or restricted means for entry or exit; and 3) are not designated for continuous employee occupancy.

§ 10.7.2 According to this OSHA regulation, employers are required to implement a confined space entry permit program if its employees will enter confined spaces which have one or more of the following characteristics: 1) contain or have the potential to contain a hazardous atmosphere, 2) contain a material that has the potential for engulfing and entrant, 3) have an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contain any other recognized safety or health hazard. Such a space is considered to be a permit-required confined space.

§ 10.7.3 The Owner has a written confined space entry policy, which implements a permit program. The policy is available for review by the Contractor or prospective Proposers of this Contract at the Architectural and Engineering Services building.

§ 10.7.4 Prior to commencing work that may require entry into a confined space; the Contractor shall consult with the Owner Representative and the Environmental Health and Safety Department to become apprised of the locations, the nature of the hazards, and safe entry procedures of known permit-required confined spaces.

§ 10.7.5 The contractor shall coordinate entry operations with the Owner through the Owner Representative when both Owner and Contractor personnel will be working in or near permit spaces.

§ 10.7.6 Any work carried out under this Contract that will require entry into a confined space shall be carried out in accordance with all applicable Federal, State, and Local rules and regulations, including OSHA regulations 29 CFR 1910.146 (Permit required confined spaces), 1926.21(b) (6) (Safety Training and Education – Employer responsibility (confined spaces)), 1926.352(g) (Fire prevention in enclosed spaces) and 1926.353(b) (Welding, cutting and heating in confined spaces).

10.8 EXCAVATION AND TRENCHING

§ 10.8.1 The Owner has a written Excavation and Trenching Policy, which can be found in the Owner's Contractor Environmental Health and Safety Manual.

§ 10.8.2 Any work carried out under this Contract that will require excavation or trenching shall be carried out in accordance with all applicable Federal, State and Local rules and regulations, including OSHA regulation 29 CFR 1926 Subpart P (Excavations).

§ 10.8.3 At a minimum, the Contractor shall comply with established Owner's Contractor Environmental Health and Safety Manual, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confine Space Entry; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall demonstrate and provide evidence of insurance in an industry accepted certificate of insurance and maintain with 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;

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.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 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 in this Section 11.1.2, Section 5 of the Master Agreement or otherwise in the Contract Documents, or required by law, whichever coverage is greatest. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

.1 **Worker's Compensation Insurance**: See Master Agreement
.2 **Commercial General Liability Insurance**: See Master Agreement
.3 **Automobile Liability Insurance**: See Master Agreement
.4 **Umbrella Liability Insurance:** See Master Agreement
.5 **Aircraft Liability**: If aircraft of any kind is used by the Contractor, any tier of Subcontractor or by anyone else on their behalf, the Contractor or Subcontractor shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the Work by the Contractor, Subcontractor or anyone else in limits of $50,000,000 Combined Single Limit for any one occurrence, each aircraft. The requirements of Section 5.3.1 of the Master Agreement shall apply to any coverage required under this paragraph.
.6 **Contractor's Pollution Liability**: See Master Agreement
.7 **Builder's Risk.** If the Project is for new construction, rather than for renovations to an existing structure or facilities, the Contractor shall purchase and maintain Builder's Risk Insurance meeting that standards of Section 5.4.5 of the Master Agreement..8 **Additional Insureds.** See Master Agreement
.9 If the Contractor is a joint venture, the joint venture and each individual partner of the joint venture must be designated in each policy as named insureds.
.10 Not Used
.11 Not Used
.12 Not Used
.13 Not Used

§ 11.1.3 Certificates of insurance. See Master Agreement

§ 11.1.4 Not Used

§ 11.1.5 Not Used

§ 11.2 OWNER'S LIABILITY INSURANCE
NOT USED.

§ 11.3 PROPERTY INSURANCE
SEE MASTER AGREEMENT
(Paragraphs deleted)
§ 11.3.7 WAIVERS OF SUBROGATION
SEE MASTER AGREEMENT

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Contract 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 (5) 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 Contract. 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; PAYMENT BOND AND GUARANTY/CASHBOND

§ 11.4.1 The Contractor shall furnish to the Owner and deliver at the time of contract signing Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et seq. and the requirements of this Section 11.4. In all cases where the Contract Sum exceeds $100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Each such Bond shall be in compliance with the form which has been adopted by the Owner as its required form of payment or performance bond and shall be provided by a Surety company licensed to do business in the State of Connecticut and that is acceptable to the Owner, and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". The Surety company's underwriting limitation, as further set forth in "Treasury Department Circular 570", must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract Sum. The Payment and Performance Bonds shall name as "Obligee" the University of Connecticut.

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

§ 11.4.1.2 Each surety bond and surety contract between the Contractor named as a principal on the bond and the surety that issued the bond shall contain the following language: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

§ 11.4.2 If the Contractor or any of its subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) ("the statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the statute, the Contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is a unverified contractor as defined in the statute, the Contractor shall provide to the Owner proof that the Contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the contract price and which is otherwise in compliance with the requirements of the statute.

§ 11.4.3 If the Contractor proposes a Subcontractor default coverage program, the Contractor must demonstrate a cost savings of no less than 18% as compared to the actual Subcontractor traditional bond cost, including a reasonable percentage for changes as agreed upon by the Owner.

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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 Owner Representative with the advice of the Architect has not specifically requested to examine prior to its being covered, the Owner Representative with the advice of 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 Owner Representative with the advice of 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, inspections, uncovering and replacement, and compensation for the Architect's and Owner Representative services made necessary thereby, shall be at the Contractor's expense.

If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone from whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 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 at 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. 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4 or may exercise any other commercially reasonable remedies to compensate Owner for any expenses losses or damage caused by such nonconforming work.

§ 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

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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.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect 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 at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. 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

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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 and Owner Representative 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
NOT USED.

§ 13.7 TIME LIMITS ON CLAIMS
NOT USED.

§ 13.8 NON-DISCRIMINATION, AFFIRMATIVE ACTION, GOVERNOR'S EXECUTIVE ORDERS, AND OTHER MISCELLANEOUS PROVISIONS
§ 13.8.1 NONDISCRIMINATION. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized

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Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or

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representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

§ 13.8.2 Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

§13.8.3 ETHICS AND COMPLIANCE

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously. Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§13.8.4 CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in P.A. 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) below:

SEEC FORM 11
CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a
quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)
an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,
Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory
committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose

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of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

§ 13.8.5 WHISTLEBLOWING:

This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Ownermay request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

§ 13.8.6 COMPLIANCE WITH OWNER POLICIES AND GUIDELINES

At a minimum, the Contractor shall comply with established Owner policies and guidelines, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confined Space Entry as referenced in the Contractor's Environmental Health and Safety Manual; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

§ 13.9 PREFERENCE IN EMPLOYMENT

§ 13.9.1 In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for three months prior to the date hereof have been residents of the labor market areas, as established by the Labor Commissioner in which said work is to be done; and if no such qualified persons are available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede in any manner any provision regarding residence requirements contained in a Collective Bargaining Agreement to which the Contractor is a party.

§ 13.10 MINIMUM WAGE RATES

§ 13.10.1 If this project involves new construction of a building or other structure or improvement and the total cost of all Work to be performed by Contractors and Subcontractors is $400,000 or more or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement and such total cost is $100,000 or more then:

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.1 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 Subsection (i) of Section 31-53 of the Connecticut General Statutes 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 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 payday.

§ 13.10.2 The State of Connecticut Labor Department Wage Schedule where required shall be provided with these documents typically with the Bidding Documents, or will be incorporated in the Contract Documents as an Addendum. The Contractor agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment. The schedule is deemed to reflect customary or prevailing wages for this project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued there under.

§ 13.11 HOURS OF LABOR PERMITTED

§ 13.11.1 Pursuant to Section 31-57 of the Connecticut General Statutes, no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in the Contract. The operation of such limitation of hours of work may be suspended during an emergency upon the approval of the Owner Representative.

§ 13.12 EXAMINING AND COPYING CONTRACTOR'S RECORDS

§ 13.12.1 The Contractor shall permit the Owner or its duly authorized representative to examine and copy books and records of the Contractor relative to charges for extra work, alleged breaches of contract, settlement of claims, or any other matter involving the Contractor's demand for added compensation from the Owner. The Contractor shall also permit such examination and copying of his records as the Owner may deem necessary, excepting papers and records preceding the execution of the Contract that are not a matter of record with the Owner, in order to determine that the Contractor has complied with all laws and regulations pertaining to the Contract, such as but not limited to Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

§ 13.12.2 The Contractor further agrees that he shall keep all records relating to this Contract until the expiration of six (6) years after final payment under this Contract is made, or six (6) months after settlement of any disputes whichever may be later.

§ 13.12.3 The Contractor further agrees that he and his Subcontractors shall permit the Owner, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract.

§ 13.13 SYSTEM LAYOUT DRAWING

§ 13.13.1 System layouts indicated on the on the drawings are generally diagrammatic and locations and arrangements of items are approximate. Exact routing of conduit, wiring, location of fixtures, outlets, panels, piping, valves and all other equipment shall be governed by the structural conditions and obstructions. The entire layout shall be followed as closely as possible and the right is reserved by the Owner to reasonably change the locations to accommodate any conditions which may arise during the progress of the work without additional compensation to the Contractors.

§ 13.14 GUARANTY OF PERFORMANCE

§ 13.14.1 If the Contractor has submitted the financial statement of a parent or other affiliated entity in its Proposers Qualification Statement, or if pre-qualified, its application for pre-qualification and has also indicated in that submission that such parent or affiliate will guarantee the performance of the Contract, then the parent or affiliate shall execute, simultaneously, with the Contractor's execution of the Contract, a Guaranty in a form provided by and acceptable to the Owner.

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§13.15 JOINT VENTURE

§ 13.15.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

§13.16 WORKER GEOGRAPHIC DISTRIBUTION

§13.16.1 If the Project is a Covered Project (as defined hereinafter), the Contractor shall comply with the provisions of this Section 13.16.

§13.16.2 The Contractor shall submit to the Owner a plan for encouraging the hiring of Workers (as defined hereinafter) with Residence (as defined hereinafter) in the State of Connecticut.

§13.16.3 Following the close of each Quarter (as defined hereinafter), the Contractor shall submit a Worker Geographic Distribution Report (as defined hereinafter) to the Owner in a form satisfactory to the Owner. The "Worker Geographic Distribution Report" is a report that shall provide the following information for each Worker paid, during the most recently closed Quarter, for work on the Project:

- .1 The numbers of hours of Project work for which such Worker was paid during such Quarter.
- .2 The Wages (as defined hereinafter) paid to such Worker during such Quarter.
- .3 The Residence of such Worker as of the close of such Quarter.

§13.16.4 The Worker Geographic Distribution Report shall not contain any personally identifiable information about a Worker.

§13.16.5 The following terms shall have the meaning assigned below for the purposes of this Section 13.16.

- .1 "Covered Project" is a project that is both subject to Section 31-53(a) of the Connecticut General Statutes and for which the total cost of all work to be performed by all contractors and subcontractors is $1,000,000 or greater.
- .2 "Quarter" means a calendar quarter of each calendar year.
- .3 "Residence" is the state and town in which a Worker resides, as reflected in the payroll records of such Worker's employer.
- .4 "Subcontractor" is any subcontractor or sub-subcontractor of the Contractor, which subcontractor or sub-subcontractor employs Workers on the Project.
- .5 "Wages" are the wages that are subject to Section 31-53(a) of the Connecticut General Statutes (including any amounts paid to an employee welfare fund).
- .6 "Worker" is an employee of the Contractor or a Subcontractor (as defined hereinabove), which employee is working on the Project and whose wages for such work is subject to Section 31-53(a) of the Connecticut General Statutes.

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 sixty (60) 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; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- .3 Not Used.
- .4 Not Used.

§ 14.1.2 Not Used.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

§ 14.1.4 If the Work is stopped for a period of sixty (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 (7) 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, without prejudice to or waiving any other right or remedy of the Owner, terminate the Contract if the Contractor

- .1 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 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .6 Refuses or fails to prosecute the Work or any separable part, with the diligence that will insure its completion within the time specified in this Contract including any duly authorized extension, or fails to compete the Work within said period; or
- .7 Fails to comply with laws, rules, regulations, or directives regarding job site safety; or to comply with the provisions of the Owner's Contractor Environmental Health and Safety Manual , or orders or directives regarding safety issued by the Owner pursuant to the Contract.

§ 14.2.2 When any of the above reasons exist, the Owner, with advice of the Architect and upon certification by the Initial Decision Maker, determines 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 (7) 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;
- .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; and
- .4 Terminate the Contractor's right to proceed with a separate part of the Work if the Owner so elects.

§ 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 retained by the Owner. 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 Architect and Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause and without prejudice to or waiving any other right or remedy of the Owner, 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.

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§ 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, without prejudice or waiving any other right or remedy of the Owner, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of a Notice of Termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section:

.1 Cease operations as specified in the notice;

.2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;

.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.

.4 Proceed to complete the performance of Work not terminated;

.5 Take actions that may be necessary or that the Owner may direct for the protection and preservation of the terminated Work.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy, payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely purchased or fabricated off the Project site, delivered and stored in accordance with the Owner's instructions plus demobilization costs. The Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits.

§14.4.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§14.4.5 The payment to the Contractor pursuant to this Section may not exceed the total Contract Price as reduced by:

.1 The amount of payments previously made

.2 The Contract price of work not terminated.

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, adjustment or interpretation of Contract terms, payment of money, extension or time, and/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 the Contractor must be initiated by written notice to the Owner Representative as described in Section 1.1.1.1 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 the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition

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giving rise to the Claim, whichever is later. Claims may also be reserved by the Contractor in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in Article 15 shall not commence until a written notice from the Contractor is received by the Owner Representative. No such claim shall be valid unless so made. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in 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
§ 15.1.4.1 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.

§15.1.4.2 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be made in accordance with the provisions of this Article 15.

§ 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. No such claim shall be valid unless made in accordance with the provisions of this Article 15. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
NOT USED.

§ 15.1.7 Injury or Damage to Person or Property. If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner Representative, 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 twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 15.1.8 Claims for Concealed or Unknown Conditions: If, upon or subsequent to the Contractor's and its Subcontractors' site visits and performance of the tests, examinations and inspections required by Section 3.2.2, 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 will promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 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 in the respects noted above 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. Any claim by the Contractor in opposition to such determination must be made within 21 days after the Architect has given notice of the recommendation. The Owner Representative will have

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the final authority to accept or reject the Architect's recommendations, which decision by the Owner Representative shall be subject to further proceedings pursuant to Article 15.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims by the Contractor, 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 AIA 101-2007 Section 6.1 of the Contract. 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, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed. The decision by the Initial Decision Maker in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Initial Decision Maker is vacant, (2) the Contractor has not provided evidence or (3) the Initial Decision Maker has failed to take action required under Section 15.2.2 within thirty (30) days after the Claim is made.

§ 15.2.2 The Initial Decision Maker will review Claims by the Contractor and within thirty (30) 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 of the Contractor, 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.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim of the Contractor or to furnish additional supporting data, such party shall respond, within ten (10) 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.

§ 15.2.4.1 If a Claim of the Contractor has not been resolved after consideration of the foregoing, the Initial Decision Maker will render a written decision on the claim, including any change in the Contract Sum or Contract Time or both, which decision shall be final and binding but subject to meeting and mediation pursuant to Section 15.3 of this document and arbitration or litigation pursuant to Connecticut General Statutes Section 4-61 and Section 15.4 of this Contract to the extent applicable.

§ 15.2.5 NOT USED.

§ 15.2.6 NOT USED.

§ 15.2.6.1 NOT USED.

§ 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 NOT USED.

§ 15.3 MEDIATION

§ 15.3.1 Claims of the Contractor except those waived as provided for in Section 9.10.5 shall be submitted to the meeting and mediation process described in the Sections which follow, prior to and as a precondition to the Contractor pursuing any other available remedy. Claims by the Owner, at the option of the Owner, may be submitted to such meeting process and/or mediation process, and, in such event, Contractor shall be required to submit to and participate in such a meeting and/or mediation. The meeting shall be between the parties and

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(1483164521)

attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

§ 15.3.2 The meeting referenced in Section 15.3.1 shall be held promptly, but not less than fourteen (14) calendar days after a party's request for the meeting. The Contractor shall not submit any claim to mediation in accordance with the provisions of Sections 15.3.1 through 15.3.6 until fourteen (14) calendar days after the date of the meeting.

§ 15.3.3 In connection with any such mediation, a request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of applicable 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 sixty (60) calendar days from the date of filing, unless stayed for a different period of time by agreement of the parties or as modified by court order.

§ 15.3.4 The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from a mutually agreed upon dispute resolution entity if they have been unable to agree upon such appointment within twenty (20) calendar days from the submittal of the request for mediation. If the parties are unable to agree on the dispute resolution entity, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Contract.

§ 15.3.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of sixty (60) calendar days from the date of submittal, or until the parties reach impasse as evidenced by a letter from a party to the mediator, whichever first occurs. If the parties are not successful in resolving the dispute through mediation, then the parties may pursue other legal remedies available to them.

§ 15.3.6 Should the Owner request, the Contractor agrees to participate as a party in any mediation proceeding between the Owner and the Architect or other Consultant for the Project in which construction deficiencies, contract breaches, or other alleged wrongful acts by the Contractor are alleged.

§ 15.4 ARBITRATION OR LITIGATION OF CLAIMS
§ 15.4.1 NOT USED.
§ 15.4.1.1 NOT USED.

§ 15.4.2 NOT USED.

§ 15.4.3 NOT USED.

§ 15.4.4 Should the Owner have a claim against the Contractor, the parties agree that the Owner, whether or not it elects to proceed with the meeting process or mediation described in Section 15.3, shall have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the rules of a dispute resolution entity agreed upon by the parties, except that if the parties cannot agree upon a dispute resolution entity, the rules of the American Arbitration Association shall apply.

§ 15.4.5 Should the Contractor have a claim against the Owner which has not been resolved by mediation or any other procedure set forth in this Contract, the Contractor's rights to assert its claim against the Owner shall be subject to the provisions of Connecticut General Statutes Section 4-61.

§ 15.4.6 CONSOLIDATION OR JOINDER
§ 15.4.6.1 Should either the Contractor institute an arbitration to the extent authorized by Section 4-61 of the Connecticut General Statutes or the Owner institute an arbitration as set forth herein, the Contractor agrees that any such arbitration may be consolidated, at the Owner's discretion, with any arbitration proceeding involving the

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User Notes:

(1483164521)

Owner and the Architect or other Consultant for the Project in which construction or design deficiencies, breaches of contract, or any other alleged wrongful acts by the Contractor or Architect are alleged.

§ 15.4.6.2 NOT USED.

§ 15.4.6.3 NOT USED.

ARTICLE 16 CODE OF CONDUCT

§ 16.1 In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at http://csr.uconn.edu/. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

§ 16.2 The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference. The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

ARTICLE 17 BACKGROUND CHECKS

§ 17.1 The Contractor shall comply with the University's Capital Projects Background Screening Guidelines, receipt of which the Contractor hereby acknowledges. The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent is cleared for work on the project by the Contractor, in a manner consistent with the University's Capital Projects Background Screening Guidelines, for performing such services. Without limiting the foregoing, the Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.

§ 17.2 Without limiting the obligations of the Contractor under § 3.18 of this Contract, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

ARTICLE 18 UNIVERSITY POLICIES

§ 18.1 The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, the Contractor shall comply with such new or modified policies or procedures upon written notice.

ARTICLE 19 SOVEREIGN IMMUNITY

§ 19.1 The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of Connecticut or the Owner of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

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User Notes: (1483164521)

This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

This document acknowledging agreement to the General Conditions contained herein is entered into as of [_____], 2016 and is executed in at least two originals, of which one is to be delivered to the Contractor and one to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Scott A. Jordan Executive VP for Administration & CFO	
Duly Authorized: CGS §§ 10a-109d; 10a-109n *(Printed name and title)*	*(Printed name and title)*
Date:_____	Date:_____

(Paragraphs deleted)

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User Notes:

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT

SUSAN HERBST
PRESIDENT

STAMFORD CAMPUS

STAMFORD CAMPUS
BUILDING #: 0030
1 UNIVERSITY PLACE
STAMFORD, CT 06901

PROJECT NO.: 201656

STAMFORD KITCHEN AIR BALANCING
100% DESIGN SUBMITTAL

PREPARED FOR:

PLANNING ARCHITECTURAL & ENGINEERING BUILDING SERVICES

31 LEDOYT RD. UNIT 3038
STORRS, CT 06269
860-486-3127

APRIL, 2016

PROJECT CONSULTANTS

Mechanical Engineer:

CDM Smith
111 Founders Plaza
East Hartford, CT 06108

Electrical Engineer:

CDM Smith
111 Founders Plaza
East Hartford, CT 06108

PROJECT SITE LOCATION
NO SCALE

DRAWING LIST

COVER	
G-001	DRAWING LIST
M-001	HVAC LEGEND, SYMBOLS & ABBREVIATIONS
M-002	HVAC SPECIFICATION I
M-003	HVAC SPECIFICATION II
M-004	HVAC SPECIFICATION III
M-005	HVAC SPECIFICATION IV
M-101	1ST FLOOR KITCHEN PLAN
M-201	2ND FLOOR MER PLAN
M-501	MECHANICAL SCHEDULES & DETAILS
E-001	ELECTRICAL LEGEND I
E-002	ELECTRICAL LEGEND II
E-003	ELECTRICAL LEGEND III
E-004	FIRST FLOOR ELECTRICAL KEY PLAN
E-005	SECOND FLOOR ELECTRICAL KEY PLAN
E-006	FIRST FLOOR ELECTRICAL KITCHEN PLAN
E-007	FIRST FLOOR ELECTRICAL PARTIAL PLANS
E-008	SECOND FLOOR ELECTRICAL MECH. ROOM PLAN
E-009	ONE-LINE AND PANELBOARD MODIFICATIONS
E-010	ELECTRICAL RISER DIAGRAMS
E-011	ELECTRICAL SPECIFICATIONS I
E-012	ELECTRICAL SPECIFICATIONS II
E-013	ELECTRICAL SPECIFICATIONS III
E-014	ELECTRICAL SPECIFICATIONS IV
E-015	ELECTRICAL SPECIFICATIONS V
E-016	ELECTRICAL SPECIFICATIONS VI

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

CDM Smith

111 Founders Plaza
East Hartford, CT 06108
Tel: (860) 529-7615

REVISIONS:

MARK	DATE	DESCRIPTION
1	--	--

UNIVERSITY OF CONNECTICUT
PLANNING ARCHITECTURAL & ENGINEERING
BUILDING SERVICES
31 LEDGEWOOD ROAD UNIT 3038
STORRS, CONNECTICUT 06269-3038
TELEPHONE: (860) 486-3127
FACSIMILE: (860) 486-5177

PROJECT:

Stamford Kitchen
Air Balancing

Stamford Campus
Washington Boulevard
and Broad Street
Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\CDMXM\MCGUGANWD\D201656#0\G-001

AUTHOR: J. CLEMENTE

DRAFTER: J. CLEMENTE

SCALE: NONE

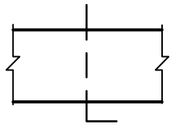
PRINT DATE: 04-29-2016

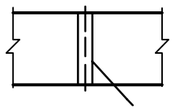
SHEET TITLE:
DRAWING LIST

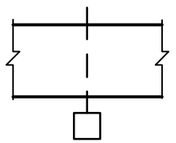
SHEET:

G-001

SYMBOLS DUCTWORK

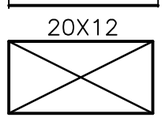

MANUAL VOLUME DAMPER


FIRE DAMPER
▲ –1.5(1–1/2HR RATED)

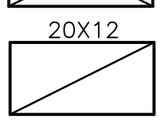

MOTOR OPERATED
DAMPER

DIRECTION OF FLOW

DUCT SIZE– FIRST
NUMBER IS SIDE SHOWN



DUCT SECTION,POSITIVE PRESS.
FIRST NUMBER IS TOP



DUCT SECTION,NEGATIVE PRESS.
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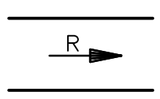
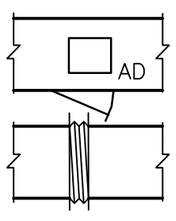
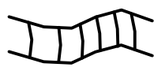


ELEVATION CHANGE
(R) RISE, (D) DROP

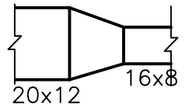


ACCESS DOOR

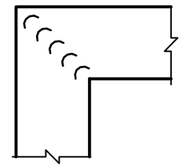
FLEXIBLE CONNECTION

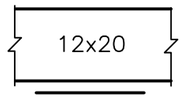

FLEXIBLE DUCT

DUCT LINING

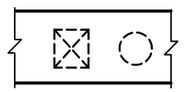


TRANSITON


TURNING VANES



SIDE MOUNTED
DEVICE


BOTTOM MOUNTED
DEVICE

TO SPACE

FROM SPACE

DUCT SMOKE DETECTOR

REGISTERS GRILLES AND DIFFUSERS

EAG	EXHAUST GRILLE
EAR	EXHAUST REGISTER
RAG	RETURN GRILLE
RAR	RETURN REGISTER
SAD	SUPPLY DIFFUSER
SAG	SUPPLY GRILLE
SAR	SUPPLY REGISTER
TAG	TRANSFER GRILLE
WAG	WALL GRILLE

TYPICAL TAG

TYPE OF DEVICE
EG 20X20 SIZE
400CFM CAPACITY

GENERAL ABBREVIATIONS

AHU	AIR HANDLING UNIT
AP	ACCESS PANEL
AD	ACCESS DOOR
ATC	AUTOMATIC TEMPERATURE CONTROL
AUTO	AUTOMATIC
AUX	AUXILIARY
AVG	AVERAGE
BHP	BRAKE HORSEPOWER
BOT	BOTTOM
BTU	BRITISH THERMAL UNIT
BBD	BACK DRAFT SELF ACTING DAMPER
CENT	CENTRIFUGAL
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CL	CENTER LINE
CLG	CEILING
CLR	CLEAR
COL	COLUMN
CTR	CENTER
D	TO DRAIN (NEAREST)
DG	DOOR GRILLE
DB	DRY BULB
DIA	DIAMETER
DISCH	DISCHARGE
DN	DOWN
DWG	DRAWING
DX	DIRECT EXPANSION COIL
EUH	ELECTRIC UNIT HEATER
EA	EACH
EAF	EXHAUST AIR FAN
ENT	ENTERING
ELEC	ELECTRICAL
ELEV	ELEVATION
EMERG	EMERGENCY
EXH	EXHAUST
EXP	EXPANSION/COMPRESSION TANK
F	FARENHEIT
FBV	FLOW BALANCE & SHUTOFF VALVE
FC	FLEX CONNECTION
FD	FIRE DAMPER
FG	FLOOR GRILLE
FLA	FULL–LOAD–AMPERAGE
FLR	FLOOR
FLG	FLANGE
FOB	FLAT ON BOTTOM
FOT	FLAT ON TOP
FPM	FEET PER MINUTE
FD	FIRE DAMPER
FS	FLOW SENSOR
FT	FEET
FTR	FIN–TUBE RADIATION
GAL	GALLONS
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
H–O–A	HAND–OFF–AUTO
HP	HORSEPOWER
H&V	HEATING AND VENTILATING
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
HZ	HERTZ
IN	INCHES
INSTR	INSTRUMENT(ATION)
KW	KILOWATT
LVG	LEAVING
M	MOTOR
MBH	THOUSAND BTU PER HOUR
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MOCP	MAXIMUM OVER–CURRENT PROTECTION
NTS	NOT TO SCALE
OA	OUTSIDE AIR
ODP	OPEN DRIP PROOF
PD	PRESSURE DROP
PH	PHASE
PSI	POUNDS PER SQUARE IN
PSIA	PSI ABSOLUTE
PSIG	PSI GAUGE
RA	RETURN AIR
RAF	RETURN AIR FAN
RPM	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR
SAF	SUPPLY AIR FAN
SP	STATIC PRESSURE
SPEC	SPECIFICATION
SS	STAINLESS STEEL
TAF	TRANSFER AIR FAN
TD	TEMPERATURE DIFFERENCE
TEFC	TOTALLY ENCLOSED FAN COOLED
TEMP	TEMPERATURE
TYP	TYPICAL
UL	UNDERWRITERS LABORATORY
V	VOLTS
VAV	VARIABLE AIR VOLUME
VEL	VELOCITY
VTR	VENT TO ROOF
W/	WITH
W/O	WITHOUT
WB	WET BULB
W.G.	WATER COLUMN
WG	WALL GRILLE

NOTE:
THIS IS A GENERAL LIST OF SYMBOLS AND ABBREVIATIONS. NOT ALL ITEMS SHOWN HERE APPEAR ON THE CONTRACT DRAWINGS.

CERTIFICATION:
STAMP & SIGNITURE
STATUS: 100% Design Submittal

CDM Smith
111 Founders Plaza
East Hartford, CT 06108
Tel: (860) 529-7615

REVISIONS:

MARK	DATE	DESCRIPTION
1	--	--

UNIVERSITY OF CONNECTICUT
PLANNING ARCHITECTURAL & ENGINEERING
BUILDING SERVICES
31 LEDYOT ROAD UNIT 3038
STORRS, CONNECTICT 06269-3038
TELEPHONE: (860) 486-3127
FACSIMILE: (860) 486-5177

PROJECT:
Stamford Kitchen Air Balancing
Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CADMAX\CLEMENTE\JC\D210657\M-001
AUTHOR: J. CLEMENTE
DRAFTER: J. CLEMENTE
SCALE: NONE
PRINT DATE: 04-29-2016
SHEET TITLE: HVAC LEGEND, SYMBOLS & ABBREVIATIONS
SHEET: M-001
SHEET: 3 of 26

SECTION 01171 – ELECTRIC MOTORS TO 250 HP

1.01 GENERAL

A. TORQUE OUTPUT: MINIMUM PERFORMANCE CHARACTERISTICS FOR LOCKED ROTOR AND BREAKDOWN TORQUE WITH RATED VOLTAGE AND FREQUENCY APPLIED AS DEFINED BY NEMA MG1, TO ACCELERATE AND OPERATE THE LOAD THROUGHOUT ITS OPERATING SPEED RANGE, INCLUDING CONDITIONS IMPOSED BY REDUCED VOLTAGE STARTING METHODS.

B. MOTORS SHALL DELIVER THE SPECIFIED PERFORMANCE AT RATED LOAD UNDER THE COMBINATIONS OF VOLTAGE AND FREQUENCY VARIATIONS AND VOLTAGE UNBALANCE SPECIFIED IN NEMA MG1.

C. HORSEPOWER RATING: SIZED FOR OPERATION WITHIN THE FULL LOAD NAMEPLATE RATING WITHOUT APPLYING THE SERVICE FACTOR, THROUGHOUT THE FULL RANGE OF MECHANICAL OR HYDRAULIC OPERATING CONDITION.

D. SERVICE FACTOR: 1.15 SERVICE FACTOR ON SINE WAVE POWER AND 1.0 SERVICE FACTOR ON VFD POWER IN A 40 DEGREE C AMBIENT.

E. SPECIFIC MOTOR APPLICATION DATA SUCH AS HP, RPM, ENCLOSURE TYPE, ETC., IS SPECIFIED UNDER THE DETAILED DRIVEN MECHANICAL EQUIPMENT SPECIFICATION.

F. ENCLOSURES: CONFORM TO ONE OF THE FOLLOWING NEMA STANDARD ENCLOSURE DESIGNS AS SPECIFIED UNDER THE DETAILED DRIVEN MECHANICAL EQUIPMENT SPECIFICATION. IF NO ENCLOSURE TYPE IS SPECIFIED, PROVIDE TEFC ENCLOSURES:

1. OPEN DRIP PROOF (ODP)

2. TOTALLY ENCLOSED FAN COOLED (TEFC)

G. NAMEPLATES: ENGRAVED OR EMBOSSED ON STAINLESS STEEL FASTENED TO THE MOTOR FRAME WITH STAINLESS STEEL SCREWS OR DRIVE PINS WITH INFORMATION PER NEMA MG1.

H. GENERAL ELECTRIC, US MOTOR OR BALDOR PREMIUM EFFICIENCY SHALL MANUFACTURE ALL MOTORS.

1.02 THREE–PHASE INDUCTION MOTORS

A. APPLICATIONS

1. ENERGY EFFICIENCY: MEET OR EXCEED REQUIREMENTS OF NEMA MG1 PART 12 FOR NEMA PREMIUM EFFICIENT MOTORS, FOR 1 HP AND LARGER. WHERE STATE ENERGY CODES OR UTILITY COMPANY ENERGY REBATE PROGRAMS DICTATE HIGHER EFFICIENCIES THAN THOSE LISTED, COMPLY WITH THE MORE STRINGENT STANDARD.

2. INVERTER DUTY: MOTORS CONNECTED TO VARIABLE FREQUENCY DRIVE CONTROLLERS SHALL BE DESIGNED FOR INVERTER DUTY AND SHALL COMPLY WITH THE FOLLOWING:

a. DEFINITE PURPOSE: MOTORS OPERATED ON VARIABLE FREQUENCY DRIVES SHALL BE DESIGNED SPECIFICALLY FOR INVERTER DUTY, PER NEMA MG1, PART 31, AND COMPLY WITH IEEE 841. MOTORS SHALL BE DESIGNED FOR CONSTANT OR VARIABLE TORQUE OVER THE SPEED RANGE REQUIRED BY THE DRIVEN EQUIPMENT APPLICATION. MOTORS SHALL BE CAPABLE OF ACROSS THE LINE STARTING AT THE MOTOR MINIMUM TERMINAL VOLTAGE WITH AN ACCEPTABLE MAXIMUM LOCKED ROTOR CURRENT.

b. TORSIONAL CRITICAL SPEED: FIRST OR SECOND TORSIONAL SHALL NOT BE ENCOUNTERED WITHIN THE OPERATING SPEED RANGE. ROTORS SHALL BE STIFF SHAFT DESIGN, STATICALLY AND DYNAMICALLY BALANCED WITH THE FIRST LATERAL CRITICAL SPEED AT LEAST 15% ABOVE THE MAXIMUM RUNNING SPEED.

c. THERMAL PROTECTION: PROVIDE THREE INTERNAL BI–METALLIC, TEMPERATURE ACTUATED SWITCHES, UNLESS OTHER TYPE OF THERMAL PROTECTIVE DEVICE IS SPECIFIED IN THE MECHANICAL EQUIPMENT SECTION.

d. COOLING PROVISIONS: MAINTAIN TEMPERATURE RISES AT DESIGN LEVELS WHILE OPERATING THROUGHOUT THE SPEED RANGE. VENTILATION SYSTEM SHALL BE DESIGNED FOR MAXIMUM HEAT TRANSFER INCLUDING LARGER FANS OR AUXILIARY COOLING FANS TO MAINTAIN PROPER LOW SPEED COOLING.

e. INVERTER GRADE INSULATION SYSTEM: MINIMUM CLASS F OR BETTER INSULATION MATERIALS WITH ADDITIONAL PHASE INSULATING MATERIAL, EXTRA END–TURN BRACING AND CLASS H SPIKE RESISTANT WIRE. THE RESULTANT SYSTEM SHALL WITHSTAND UP TO 2000 VOLT TRANSIENTS WITHOUT PREMATURE MOTOR FAILURE AND HAVE NO CABLE LIMITATIONS IN MOTOR APPLICATION.

f. MOTOR SHAFT CURRENTS: INSULATE THE ODE BEARING AND PROVIDE A SHAFT GROUNDING STRAP. INSULATE BEARING PROBES TO PREVENT SHORTING OUT BEARING INSULATION.

B. CONSTRUCTION

1. STATOR CORE: BUILT UP, FULLY PROCESSED, HIGH GRADE, LOW LOSS SILICON STEEL LAMINATIONS KEYED OR DOVETAILED TO THE STATOR FRAME AND SECURELY HELD IN PLACE AT EACH END.

2. STATOR WINDING: ASSEMBLED USING RANDOM WOUND COPPER COILS. A SPLIT COMPONENT EPOXY INSULATION SYSTEM SHALL BE USED IN ORDER TO PROVIDE HIGH RESISTANCE TO MOISTURE AND OTHER CONTAMINATES.

3. INSULATION: MANUFACTURER'S PREMIUM GRADE NON–HYGROSCOPIC, CHEMICAL AND HUMIDITY RESISTANT INSULATION SYSTEM CONSISTING OF CLASS F OR H MATERIALS, OPERATED AT CLASS B TEMPERATURE RISE, WITH AT LEAST ONE IMPREGNATION CYCLE USING SOLVENTLESS RESIN, AND MULTIPLE ADDITIONAL DIP AND BAKE CYCLES USING POLYESTER VARNISH.

4. MOTOR LEADS: NON–WICKING TYPE, MINIMUM CLASS F TEMPERATURE RATING AND PERMANENTLY NUMBERED FOR IDENTIFICATION.

5. ROTOR SHAFT: FORGED OR ROLLED STEEL, ACCURATELY MACHINED, SMOOTHLY FINISHED, WITH SUFFICIENT STRENGTH TO WITHSTAND ALL STRESSES RESULTING FROM NORMAL OPERATION AT ANY SPEED UP TO AND INCLUDING A 25 PERCENT OVERSPEED CONDITION. COORDINATE SHAFT END DETAILS WITH DRIVEN EQUIPMENT COUPLING.

6. ROTOR CORE: SOLID, BUILT–UP STACK OF FULLY PROCESSED AND COATED, HIGH–GRADE, LOW–LOSS SILICON STEEL LAMINATIONS, WITH DIE CAST ALUMINUM OR FABRICATED COPPER BARS OR THEIR RESPECTIVE ALLOYS. ROTORS ON FRAMES 213T AND ABOVE SHALL BE KEYED TO SHAFT AND ROTATING ASSEMBLY DYNAMICALLY BALANCED.

7. COOLING FAN: CORROSION–RESISTANT, BI–DIRECTIONAL, KEYED, CLAMPED AND SHOULDERED ON THE SHAFT.

8. ROTOR ASSEMBLY: COATED WITH A CORROSION RESISTANT EPOXY INSULATING VARNISH OR OTHER PROTECTIVE COATING, THERMALLY STABLE, STATICALLY AND DYNAMICALLY BALANCED. BALANCE WEIGHTS SHALL BE SECURELY ATTACHED TO THE ROTOR RESISTANCE RING BY WELDING OR SIMILAR PERMANENT METHOD.

C.BEARINGS

1. HORIZONTAL BEARINGS

a. BEARINGS: ANTI–FRICTION OPEN OR SINGLE–SHIELD, VACUUM–DEGASSED STEEL BALL OR ROLLER BEARINGS, ELECTRIC MOTOR QUALITY. METRIC SIZE BEARINGS ARE NOT ACCEPTABLE.

b. MAXIMUM BEARING TEMPERATURE RISE: 50 DEGREES C FOR TWO POLE MOTORS, 45 DEGREES C FOR ALL OTHER MOTORS, MEASURED AT RATED LOAD BY RTD OR THERMOCOUPLE AT BEARING OUTER RACE.

c. LUBRICATION: FACTORY LUBRICATED WITH A PREMIUM MOISTURE RESISTANT POLYUREA THICKENED GREASE CONTAINING RUST INHIBITORS AND SUITABLE FOR OPERATION OVER TEMPERATURES FROM –30 TO 150 DEGREES C. WITH STANDARD LUBE AND RELIEF FITTINGS FOR RE–GREASING EXTERNAL LUBRICATION WHILE MACHINE IS IN OPERATION. MOTORS SHALL BE NEMA SIZE 140 FRAME MOTORS AND SMALLER THAN MAY BE PERMANENTLY LUBRICATED.

d. MINIMUM RATED FATIGUE LIFE: L10 LIFE OF 100,000 HOURS PER ABMA 9 OR ABMA 11 FOR DIRECT COUPLED APPLICATIONS AND 26,000 HOURS FOR BELTED APPLICATIONS BASED ON NEMA BELTING APPLICATION LIMITS PER NEMA MG1. SEVERE DUTY MOTORS SHALL HAVE INCREASED BEARING LIFE OF 150,000 HOURS FOR DIRECT COUPLED APPLICATIONS AND 50,000 HOURS FOR NEMA BELTED APPLICATIONS PER IEEE 841.

e. SHAFT SEALS: PREVENT GREASE LEAKAGE AND THE ENTRANCE OF FOREIGN MATERIALS, SUCH AS WATER AND DIRT, INTO THE BEARING AREA WHILE RUNNING, COASTING, OR AT REST. SEVERE DUTY MOTORS SHALL HAVE IMPROVED SEALING PER IEEE 841.

D. ENCLOSURES

1. MOTOR FRAMES: CAST IRON OR WELDED HEAVY PLATE STEEL CONSTRUCTION, STIFF ENOUGH TO WITHSTAND THE ROTATING FORCES AND TORQUES GENERATED AND SHALL BE DESIGNED TO LIMIT OR AVOID ANY UNDESIRABLE HARMONIC RESONANCES. PROVIDE A THREADED, FORGED STEEL, SHOULDERED EYEBOLT BLIND TAPPED INTO THE MOTOR FRAME FOR LIFTING.

2. CONDENSATE DRAIN OPENINGS: LOCATE DRAIN HOLES AT THE LOW POINTS IN THE END BRACKETS TO ALLOW REMOVAL OF ACCUMULATED MOISTURE FROM ENCLOSURES. PROVIDE CORROSION RESISTANT, BREATHER DRAIN PLUGS FOR SEVERE DUTY MOTORS.

3. ENCLOSURE TYPE: AS SPECIFIED IN THE MECHANICAL EQUIPMENT SECTION, DESIGNED IN ACCORDANCE WITH NEMA MG1. TOTALLY ENCLOSED DESIGNS SHALL BE SUITABLE FOR OUTDOOR USE.

4. HARDWARE: HEX HEAD, SAE GRADE 5 OR BETTER, PLATED FOR CORROSION PROTECTION.

5. MAIN TERMINAL BOX: FABRICATED STEEL OR CAST IRON, SIZED PER THE NEC FOR NUMBER AND SIZE OF CONDUIT CONNECTIONS AS INDICATED ON THE DRAWINGS, ARRANGED TO ACCOMMODATE CONDUIT ENTRY FROM ANY QUADRANT, WITH A GROUNDING TERMINAL AND GASKETS BETWEEN THE BOX AND MOTOR FRAME AND BETWEEN THE BOX AND ITS COVER.

6. BEARING HOUSINGS: PROVIDE MACHINED SURFACES FOR ATTACHING A MAGNET MOUNTED ACCELEROMETER IN ORDER TO MONITOR THE MOTOR VIBRATION IN THE VERTICAL, HORIZONTAL, AND AXIAL DIRECTIONS AT EACH BEARING HOUSING.

7. FRAME GROUNDING: PROVIDE MOTOR FRAME GROUNDING PAD OR THREADED STUD WHERE SUPPLEMENTAL GROUNDING TO FRAME IS INDICATED ON THE DRAWINGS.

E. POWER FACTOR CORRECTION CAPACITORS: PROVIDE WHERE SPECIFIED UNDER THE DETAILED MECHANICAL SPECIFICATIONS FOR INDIVIDUAL EQUIPMENT:

1. APPLICATION: SINGLE SPEED MOTORS OVER 5 HORSEPOWER (EXCEPT MOTORS POWERED FROM VARIABLE FREQUENCY DRIVES) SHALL BE PROVIDED

SECTION 15860 – CENTRIFUGAL ROOF EXHAUST FANS

1.01 GENERAL

A. CENTRIFUGAL ROOF UPBLAST EXHAUST FANS SHALL BE FURNISHED WITH REMOVABLE DISCHARGE SAFETY/BIRD SCREEN AND INLET SAFETY SCREEN IF NOT DIRECTLY CONNECTED TO DUCTWORK. MOTOR AND DRIVE SHALL BE LOCATED OUT OF THE EXHAUST AIR STREAM. PROVIDE NEOPRENE VIBRATION ISOLATION AT METAL CONTACTS AND PERMANENTLY LUBRICATED, SEALED BALL BEARINGS. BEARINGS SHALL HAVE AN L–50 RATING OF 100,000 HOURS. FAN WHEEL SHALL BE BACKWARD INCLINED. FANS SHALL BE ALUMINUM CONSTRUCTION WITH SPUN ALUMINUM DRIVE HOUSING AND SHROUD UNLESS OTHER MATERIALS OF CONSTRUCTION ARE SPECIFIED ON THE SCHEDULE. MANUFACTURERS SHALL BE ACME ENGINEERING AND MANUFACTURING, AEROVENT, GREENHECK, HARTZELL, HOWDEN, LOREN COOK, ILG, NEW YORK BLOWER, PENNBARRY, TWIN CITY FAN, OR EQUAL.

B. FAN SHALL BE PROVIDED WITH HINGED BASE WITH FLEXIBLE WEATHERPROOF ELECTRICAL CABLE AND SERVICE HOLD–OPEN RETAINER TO PERMIT INSPECTION AND CLEANING.

C. FAN SHALL HAVE EXTERNAL WIRING (WIRING NOT INSTALLED IN THE AIRSTREAM).

D. FANS SHALL BE LISTED BY UNDERWRITERS LABORATORY FOR UL/CUL 762 FOR ALL ELECTRICAL COMPONENTS AND GREASE REMOVAL.

E. GREASE CONTAINER

1. DRAIN CONNECTION SHALL BE CONSTRUCTED OF ALUMINUM AND ALLOW FOR SINGLE–POINT DRAINAGE OF GREASE, WATER OR OTHER RESIDUES.

2. GREASE TRAP SHALL INCLUDE THE DRAIN CONNECTION AND SHALL BE CONSTRUCTED FROM POLYPROPYLENE. THE UNIT SHALL COLLECT GREASE AND WATER FROM THE FAN AND EXTRACT THE GREASE FROM THE WATER FOR EASE OF GREASE DISPOSAL.

F. PROVIDE VENTED CURB EXTENSION AS DETAILED ON DRAWINGS.

1.02 EXECUTION

A. FANS SHALL BE INSTALLED IN ACCORDANCE WITH THE INSTRUCTIONS OF THE MANUFACTURER AND AS SHOWN ON THE DRAWINGS.

B. ENSURE THAT LUBRICATING FLUIDS AND GREASES HAVE BEEN APPLIED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL START–UP CHECKS AND ADJUSTMENTS AND SHALL PERFORM THEM UNLESS THEY ARE DONE BY THE MANUFACTURER'S REPRESENTATIVE.

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CDMXM\CLEMENTEJC\D2106578\M-002

AUTHOR: J. CLEMENTE
DRAFTER: J. CLEMENTE
SCALE: NONE
PRINT DATE: 04-29-2016
SHEET TITLE:
HVAC
SPECIFICATIONS I

SHEET:

M-002

SECTION 15950 – ELECTRIC AUTOMATIC TEMPERATURE CONTROL SYSTEM

1.01 SCOPE OF WORK

A. FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT NECESSARY TO MODIFY THE EXISTING ELECTRIC /ELECTRONIC BUILDING MANAGEMENT AND CONTROL SYSTEM (BMS) AS MANUFACTURED BY JOHNSON CONTROLS, INC. AND ADMINISTERED THROUGH UCONN–STORRS.

B. PROVIDE PROGRAMMING OF THE EXISTING BMS SYSTEM.

C. PROVIDE MODIFICATIONS TO THE EXISTING BMS PROGRAMMING TO ACCOMPLISH THE SEQUENCE OF OPERATIONS AS DESCRIBED HERE.

B. PROVIDE ALL CONDUIT, WIRING AND DEVICES NECESSARY TO INTEGRATE NEW EQUIPMENT INTO THE EXISTING BMS, INCLUDING KEF–1, PEF–1, THE NEW VFD FOR SF–5 AND THE NEW KITCHEN DOOR HOLD OPEN DEVICES.

C. PROVIDE ALL CONDUIT, WIRING AND DEVICES NECESSARY TO INTEGRATE THE EXISTING KITCHEN EXHAUST HOOD FIRE DETECTION/PROTECTION SYSTEM INTO THE EXISTING BMS.

D. PROVIDE BMS PROGRAMMING FOR THE NEW EQUIPMENT TO ACCOMPLISH THE SEQUENCE OF OPERATIONS AS DESCRIBED HERE.

E. CONTROL SYSTEM SHALL CONSIST OF ALL THERMOSTATS, TEMPERATURE TRANSMITTERS, FLOW SWITCHES, FLOW ELEMENTS, FLOW TRANSMITTERS, LOCAL FLOW CONTROLLERS, DUCT MOUNTED SMOKE DETECTORS, PRESSURE TRANSMITTERS, AUTOMATIC VALVES AND DAMPERS, DAMPER OPERATORS, CONTROL PANELS, ELECTRIC RELAYS, AND OTHER ACCESSORY EQUIPMENT ALONG WITH A COMPLETE SYSTEM OF ELECTRICAL WIRING TO FILL THE INTENT OF THE SPECIFICATION AND PROVIDE FOR A COMPLETE AND OPERABLE SYSTEM. CONTROL EQUIPMENT SHALL BE FULLY PROPORTIONING, EXCEPT AS NOTED OTHERWISE.

F. COORDINATE WITH DIVISION 16 (ELECTRICAL) CONTRACTOR FOR WIRING SPECIFICATIONS AND POWER SOURCES.

G. SUBMITTALS

1. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OR OTHER SUBMITTALS ON ALL HARDWARE, SOFTWARE AND INSTALLATION TO BE PROVIDED. NO WORK MAY BEGIN ON ANY SEGMENT OF THIS PROJECT UNTIL SUBMITTALS HAVE BEEN SUCCESSFULLY REVIEWED FOR CONFORMITY WITH THE DESIGN INTENT.
   a. CONTROL DRAWINGS WITH COMPOSITE WIRING DIAGRAMS, INCLUDING BILL OF MATERIAL AND DESCRIPTION OF OPERATION FOR ALL SYSTEMS.
   b. PANEL LAYOUTS AND NAMEPLATE LISTS FOR ALL LOCAL AND CENTRAL PANELS.
   c. DAMPER SCHEDULE SHOWING SIZE, CONFIGURATION, SIZING, PRESSURE VERSUS FLOW DIAGRAMS FOR THE FLUID USED, CAPACITY, LEAKAGE, PRESSURE DROP, AND LOCATION.
   d. DATA SHEETS FOR ALL CONTROL SYSTEM COMPONENTS.
   e. CONTROL SEQUENCE: WRITTEN NARRATIVE THAT IS COORDINATED WITH THE CONTROL DRAWINGS.

G. REFERENCE STANDARDS

3. MANUFACTURER SHALL PROVIDE A SYSTEM TO MEET REQUIREMENTS OF NFPA–72 AND SHALL BE LISTED BY UNDERWRITERS LABORATORIES. EACH COMPONENT OF THE SYSTEM SHALL BE, WHERE APPLICABLE, UL LISTED FOR THE INTENDED SERVICE AND MEET THE SAFETY REQUIREMENTS.

H. QUALITY ASSURANCE

1. AUTOMATIC TEMPERATURE CONTROL CONTRACTOR SHALL HAVE IN THEIR DIRECT EMPLOY PERSONNEL CAPABLE OF DETAILED ENGINEERING, COORDINATION, DRAFTING, PROCUREMENT, AND EXPEDITING, SCHEDULING CONSTRUCTION, TESTING, INSPECTION, INSTALLATION, STARTUP, CALIBRATION, AND COMMISSIONING.

2. EQUIPMENT TO BE FURNISHED UNDER THIS SECTION SHALL BE ESSENTIALLY THE STANDARD PRODUCT OF THE MANUFACTURER. WHERE TWO OR MORE UNITS OF THE SAME CLASS OF EQUIPMENT ARE REQUIRED, THEY SHALL BE THE PRODUCT OF A SINGLE MANUFACTURER; HOWEVER, ALL COMPONENT PARTS OF THE SYSTEM NEED NOT BE PRODUCTS OF ONE MANUFACTURER.

3. EQUIPMENT FURNISHED FOR INSTALLATION UNDER THIS SECTION SHALL BE TESTED AT THE FACTORY AS STANDARD WITH THE MANUFACTURER OF THE EQUIPMENT.

4. INSPECTION BY THE ENGINEER'S REPRESENTATIVE, OR FAILURE TO INSPECT, SHALL NOT RELIEVE CONTRACTOR OF RESPONSIBILITY TO PROVIDE MATERIALS AND PERFORM THE WORK IN ACCORDANCE WITH THE DOCUMENTS.

5. OWNER AND ENGINEER RESERVE THE RIGHT TO SAMPLE AND TEST ANY MATERIALS AFTER DELIVERY, AND TO REJECT COMPONENTS REPRESENTED BY A SAMPLE THAT FAILS TO COMPLY WITH THE SPECIFIED REQUIREMENTS.

I. ENGINEERING SERVICES

1. WHEN ENGINEERING SERVICES ARE SPECIFIED TO BE PROVIDED BY THE CONTRACTOR, CONTRACTOR SHALL RETAIN A LICENSED PROFESSIONAL ENGINEER TO PERFORM THE SERVICES. ENGINEER SHALL BE LICENSED AT THE TIME THE WORK IS DONE AND IN THE STATE IN WHICH THE PROJECT IS LOCATED. IF THE STATE ISSUES DISCIPLINE SPECIFIC LICENSES, THE ENGINEER SHALL BE LICENSED IN THE APPLICABLE DISCIPLINE. IN ADDITION, THE ENGINEER SHALL BE EXPERIENCED IN THE TYPE OF WORK BEING PROVIDED.

2. ALL WORK IS TO BE DONE ACCORDING TO THE APPLICABLE REGULATIONS FOR PROFESSIONAL ENGINEERS, TO INCLUDE SIGNING, SEALING AND DATING DOCUMENTS. WHEN SUBMITTALS ARE REQUIRED BY A PROFESSIONAL ENGINEER, IN ADDITION TO STATE REQUIRED SIGNING AND SEALING, A COPY OF THE CURRENT WALLET CARD OR WALL CERTIFICATE INDICATING THE DATE OF EXPIRATION SHALL BE INCLUDED WITH THE SUBMITTAL.

J. COORDINATION

1. HVAC SUBCONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE COORDINATION OF THE WORK OF THIS SECTION WITH THAT OF THE REFRIGERATION, HEATING AND AIR DISTRIBUTION SYSTEMS SECTIONS TO ACCOMPLISH THE REQUIREMENTS OF SPACE CONDITIONING AS INDICATED ON THE CONSTRUCTION DRAWINGS AND AS SPECIFIED.

2. AUTOMATIC TEMPERATURE CONTROL SYSTEM SUBCONTRACTOR SHALL FURNISH, INSTALL, SUPERVISE, AND TEST THE FIELD WIRING ASSOCIATED WITH THE WORK OF THIS SECTION AND SHALL BE RESPONSIBLE TO COORDINATE THE INSTALLATION OF CONTROLS WITH THE HVAC SUBCONTRACTOR.

3. AUTOMATIC TEMPERATURE CONTROL SYSTEM SUBCONTRACTOR SHALL COORDINATE THE LOCATIONS OF DESIRED ITEMS SUCH AS ACCESS DOORS, SIZE OF INSTRUMENT HOLES, CONDUITS/WIRING, OR OTHER DEVICES IN THE DUCTWORK, PIPING AND PLENUMS WITH THE HVAC SUBCONTRACTOR.

2.01 PRODUCTS

A. MATERIALS

1. PRODUCTS AND MATERIALS USED IN THIS PROJECT SHALL BE NEW AND CURRENTLY UNDER MANUFACTURE AND SHALL HAVE BEEN APPLIED IN SIMILAR INSTALLATIONS FOR A MINIMUM OF TWO YEARS. THIS INSTALLATION SHALL NOT BE USED AS A TEST SITE FOR ANY NEW PRODUCTS UNLESS EXPLICITLY APPROVED IN WRITING. SPARE PARTS SHALL BE GUARANTEED TO BE AVAILABLE FOR A MINIMUM OF FIVE YEARS AFTER THE COMPLETION OF THE PROJECT.

B. IONIZATION TYPE SMOKE DETECTORS (FOUR WIRE TYPE)

1. FURNISH AND INSTALL IONIZATION TYPE SMOKE DUCT SMOKE DETECTORS AS SHOWN ON THE DRAWINGS.

2. DETECTOR HOUSING SHALL BE LISTED PER UL 268A SPECIFICALLY FOR USE IN AIR HANDLING SYSTEMS. DETECTOR SHALL OPERATE AT AIR VELOCITIES OF 500 TO 4000 FEET PER MINUTE. DETECTOR HOUSING SHALL BE EQUIPPED WITH AN INTEGRAL MOUNTING BASE CAPABLE OF ACCOMMODATING EITHER PHOTO ELECTRONIC OR IONIZATION DETECTOR HEADS. IT SHALL BE CAPABLE OF LOCAL TESTING VIA REMOTE TESTING STATION. DUCT DETECTOR HOUSING SHALL INCORPORATE AN AIRTIGHT SMOKE CHAMBER IN COMPLIANCE WITH UL 268A, STANDARD FOR SMOKE DETECTORS FOR DUCT APPLICATIONS. HOUSING SHALL BE CAPABLE OF MOUNTING TO EITHER RECTANGULAR OR ROUND DUCTS WITHOUT BRACKETS. AN INTEGRAL FILTER SYSTEM SHALL BE INCLUDED TO REDUCE DUST AND RESIDUE EFFECTS ON DETECTOR AND HOUSING, THEREBY REDUCING MAINTENANCE AND SERVICE.

3. DETECTORS SHALL BE PROVIDED WITH TWO SETS OF CONTACTS TO PROVIDE SMOKE ALARM SIGNALS. ONE IS TO BE USED BY THE RELAY CONTROL MODULE, AND THE SECOND IS FOR USE IN DIVISION 16 FOR INTERFACE TO FIRE ALARM SYSTEM.

4. DETECTOR SHALL BE PROVIDED WITH A RELAY CONTROL MODULE TO PROVIDE ADDITIONAL SMOKE ALARM SIGNALS. THE RELAY CONTROL MODULE SHALL BE PROVIDED WITH FOUR SETS OF FORM C CONTACTS. THE FORM C CONTACTS WILL BE UTILIZED BY THE MECHANICAL CONTROLS CONTRACTOR TO PROVIDE THE FOLLOWING ACTIONS UPON DETECTION OF SMOKE:
   a. SHUTDOWN AHU–6
   b. SHUTDOWN PEF–1

5. REMOTE TEST STATION AND ALARM INDICATOR STATIONS SHALL BE FURNISHED FOR ALL DUCT SMOKE DETECTORS AS SPECIFIED ABOVE. DETECTOR SHALL BE RESET BY THE REMOTE TEST STATION. INSTALLATION AND WIRING OF THE REMOTE STATIONS WILL BE PROVIDED UNDER THIS SECTION. REMOTE TEST STATIONS SHALL BE WALL OR COLUMN–MOUNTED WITHIN THE VISIBLE LOCATION OF THE SMOKE DETECTOR AND EASILY ACCESSIBLE FROM THE FLOOR. TEST STATION SHALL BE KEY–OPERATED, WITH "TEST', "ON", AND "RESET", POSITIONS.

C. MISCELLANEOUS DEVICES: PROVIDE NECESSARY RELAYS, POWER SUPPLIES, NETWORK SWITCHES, INPUT/OUTPUT MODULES, LIMIT SWITCHES, POSITIONERS, VALVES, CLOCKS, TRANSFORMERS, ETC., TO MAKE A COMPLETE AND OPERABLE SYSTEM. LOCATE THESE DEVICES IN THE ATC PANEL UNLESS SPECIFIED OTHERWISE.

D. IDENTIFICATION OF HARDWARE AND WIRING

1. WIRING AND CABLING, INCLUDING THAT WITHIN FACTORY–FABRICATED PANELS SHALL BE LABELED AT EACH END WITHIN 2–IN. OF TERMINATION WITH THE ADDRESS OR TERMINATION NUMBER.

2. PERMANENTLY LABEL OR CODE EACH POINT OF FIELD TERMINAL STRIPS TO SHOW THE INSTRUMENT OR ITEM SERVED.

3. IDENTIFY ALL OTHER CONTROL COMPONENTS WITH PERMANENT LABELS. ALL PLUG–IN COMPONENTS SHALL BE LABELED SUCH THAT REMOVAL OF THE COMPONENT DOES NOT REMOVE THE LABEL.

4. IDENTIFY ROOM SENSORS RELATING TO TERMINAL BOX OR VALVES WITH NAMEPLATES.

5. MANUFACTURER'S NAMEPLATE AND UL LABELS ARE TO BE VISIBLE AND LEGIBLE AFTER EQUIPMENT IS INSTALLED.

6. IDENTIFIERS SHALL MATCH RECORD DOCUMENTS.

E. ELECTRIC WIRING

1. FIELD WIRING (OTHER THAN POWER WIRING) BETWEEN ATC PANELS, CONTROL DEVICES, UNITARY CONTROL PANEL, HVAC EQUIPMENT CONTROLLERS, AND CONTROL TERMINALS IN MOTOR CONTROL CENTERS OR POWER PANELS SHALL BE FURNISHED UNDER THIS SECTION AND SHALL CONFORM TO THE REQUIREMENTS OF DIVISION 16. ALL POWER WIRING SHALL BE DONE BY DIVISION 16. ALL INTERLOCKING WIRING WITHIN MCC SHALL BE DONE BY DIVISION 16.

2. WIRING SHALL BE RUN IN RIGID STEEL CONDUIT EXCEPT IN DRY LOCATIONS ABOVE CEILINGS AND STUD FRAMED PARTITION WALLS, WHERE EMT MAY BE USED.

3. LOW–VOLTAGE WIRING SHALL MEET NEC CLASS 2 REQUIREMENTS. LOW–VOLTAGE POWER CIRCUITS SHALL BE SUBFUSED WHEN REQUIRED TO MEET CLASS 2 CURRENT LIMIT.

4. SIZE OF CONDUIT AND SIZE AND TYPE OF WIRE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, IN KEEPING WITH THE MANUFACTURER'S RECOMMENDATIONS AND CODE REQUIREMENTS, EXCEPT AS NOTED ELSEWHERE.

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT:

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PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CDMSM\CLEMENTEJC\D2106579\M-003

AUTHOR: J. CLEMENTE
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SCALE: NONE
PRINT DATE: 04-29-2016
SHEET TITLE: HVAC SPECIFICATIONS II

SHEET: M-003

SECTION 15950 – ELECTRIC AUTOMATIC TEMPERATURE CONTROL SYSTEM CONTINUED....

3.01 SEQUENCE OF OPERATIONS

A. EXISTING CONTROL SEQUENCES FOR ALL EQUIPMENT SHALL REMAIN AND SHALL BE REFERRED TO HERE AS "NORMAL OPERATION".

B. ADDITIONAL CONTROL SEQUENCES SHALL BE DEFINED FOR CONTROL OF SPECIFIC EQUIPMENT WHILE THE KITCHEN IS IN OPERATION. THIS SEQUENCE SHALL BE REFERRED TO HERE AS "KITCHEN OPERATION".

C. KITCHEN OPERATION CONTROL SEQUENCE:

1. PRIOR TO MANUAL ACTIVATION OF EITHER THE EXHAUST HOOD FAN, KEF–1, OR THE PREPARATION AREA FAN, PEF–1, THE OPERATOR SHALL MANUALLY OPEN THE KITCHEN DOORS. KITCHEN DOORS SHALL REMAIN HELD OPEN BY THE MAGNETIC HOLDERS WHICH ARE NORMALLY ENERGIZED. KITCHEN DOORS SHALL REMAIN OPEN WHILE EITHER EXHAUST FAN IS OPERATIONAL.

2. ACTIVATION OF EITHER THE EXHAUST HOOD FAN, KEF–1, OR THE PREPARATION AREA FAN, PEF–1, SHALL INITIATE THE KITCHEN OPERATION CONTROL SEQUENCE.

3. UPON INITIATION OF KITCHEN OPERATION, MAKE–UP AIR HANDLER AHU–6 SHALL BE ENERGIZED AND ITS OUTSIDE AIR DAMPER SHALL BE COMMANDED OPEN.

4. UPON INITIATION OF KITCHEN OPERATION, OUTSIDE AIR SUPPLY FAN SF–5 SHALL RAMP UP TO DELIVER ADDITIONAL OUTSIDE AIR TO AIR HANDLER AHU–9. THE BMS SHALL MODULATE THIS FAN THROUGH ITS VFD. OUTSIDE AIR DAMPERS ON AHU–9 SHALL MODULATE OPEN TO PROVIDE ADEQUATE OUTSIDE AIR.
   a. NOTE THAT OUTSIDE AIRFLOW TO AHU–10 SHALL REMAIN CONSTANT DURING KITCHEN OPERATION AND NORMAL OPERATION AT THE AIRFLOW DOCUMENTED BEFORE MODIFICATIONS.

3. UPON INITIATION OF KITCHEN OPERATION, RETURN AIR FAN RF–9 SHALL RAMP DOWN TO RETURN LESS AIR TO AIR HANDLER AHU–9. THE BMS SHALL MODULATE THIS FAN THROUGH ITS VFD.

4. DEACTIVATION OF BOTH KEF–1 AND PEF–1 SHALL SIGNAL THE BMS TO END THE KITCHEN OPERATION CONTROL SEQUENCE AND RETURN ALL EQUIPMENT TO NORMAL OPERATION. SUPPLY FANS AND RETURN FANS SHALL RETURN TO NORMAL OPERATION AIRFLOWS.

5. THE NORMALLY ENERGIZED KITCHEN DOOR HOLDERS WILL HOLD THE DOORS OPEN UNTIL THEY ARE MANUALLY CLOSED. THE PROPER METHOD OF MANUALLY CLOSING THE DOORS SHALL BE TO RELEASE THEM BY USING THE TEST SWITCH ON EACH HOLDER. THE TEST SWITCH TEMPORARILY CUTS POWER TO THE HOLDER ALLOWING THE DOOR TO RELEASE.

D. SEE "AIR BALANCING SCHEDULE" FOR AIRFLOW VALUES FOR ALL EQUIPMENT DURING NORMAL OPERATION AND KITCHEN OPERATION. COORDINATE CONTROL POINTS FOR OA DAMPER POSITIONS AND FAN SPEEDS WITH TESTING AND BALANCING SUB–CONTRACTOR.

E. KITCHEN SMOKE SHUTDOWN

1. UPON DETECTION OF SMOKE AT THE NEW AHU–6 DUCT SMOKE DETECTOR THE FOLLOWING ACTIONS SHALL OCCUR:
   a. AN ALARM SIGNAL SHALL BE TRANSMITTED TO THE FACP.
   b. AHU–6 SHALL BE DE–ENERGIZED.
   c. PEF–1 SHALL BE DE–ENERGIZED.

F. KITCHEN EXHAUST HOOD SMOKE DETECTION

1. UPON DETECTION OF SMOKE BY THE EXISTING KITCHEN EXHAUST HOOD FIRE DETECTION/PROTECTION SYSTEM THE FOLLOWING ACTIONS SHALL OCCUR:
   a. AN ALARM SIGNAL SHALL BE TRANSMITTED TO THE FACP.
   b. AN ALARM SIGNAL SHALL BE TRANSMITTED TO THE BMS.
   c. THE KITCHEN DOOR HOLDERS SHALL BE DE–ENERGIZED, ALLOWING THE DOORS TO CLOSE.
   h. AHU–6 SHALL BE DE–ENERGIZED.
   i. KEF–1 SHALL BE DE–ENERGIZED.
   j. PEF–1 SHALL BE DE–ENERGIZED.

SECTION 15990 – TESTING, ADJUSTING AND BALANCING

1.01 SCOPE OF WORK

A. FURNISH THE NECESSARY LABOR, MATERIALS, INSTRUMENTS, TRANSPORTATION AND DEVICES REQUIRED AND TEST, ADJUST AND BALANCE THE TOTAL HVAC SYSTEMS AS SPECIFIED AND DETAILED HEREIN, OR AS REQUIRED, TO CAUSE THE SYSTEMS TO PERFORM IN ACCORDANCE WITH THE INTENT OF THE DRAWINGS.

B. PERFORM PRE–CONSTRUCTION TESTING ON ALL EQUIPMENT AND AIR DEVICES NOTED IN THE "AIR BALANCING SCHEDULE". THIS TESTING SHALL BE PERFORMED PRIOR TO THE START OF ANY OTHER WORK AND IS INTENDED TO DOCUMENT THE EXISTING OPERATING CONDITIONS OF THE EQUIPMENT. SUBMIT A REPORT OF THESE FINDINGS FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO COMMENCING WITH ANY OTHER WORK.

1. TESTING AND BALANCING OF AIR DEVICES (DIFFUSERS, REGISTERS AND GRILLES) AND BRANCH DUCTS IS NOT REQUIRED EXCEPT WHERE SPECIFICALLY NOTED IN THE "AIR BALANCING SCHEDULE"

C. AFTER CONSTRUCTION PERFORM TESTING, ADJUSTING AND BALANCING ON ALL EQUIPMENT AND AIR DEVICES NOTED IN THE AIR BALANCING SCHEDULE. ADJUST AND DOCUMENT OPERATION OF ALL EQUIPMENT AND AIR DEVICES UNDER BOTH THE NORMAL OPERATION AND KITCHEN OPERATION CONTROL SEQUENCES.

D. COORDINATE WITH THE BMS PROGRAMMERS TO SET VFD SPEEDS AND OUTSIDE AIR DAMPER POSITIONS TO ACCOMPLISH SPECIFIED AIRFLOWS UNDER BOTH THE NORMAL OPERATION AND KITCHEN OPERATION CONTROL SEQUENCES.

1. THE INTENT OF THE COORDINATION IS TO HAVE THE TAB CONTRACTOR ON SITE TO TAKE MEASUREMENTS AND VERIFY IN REAL TIME THE EFFECT OF REPROGRAMMING DONE BY THE CONTROLS CONTRACTOR/OPERATOR/PROGRAMMER.

AIR BALANCING SCHEDULE

EQUIPMENT	LOCATION	AIRSTREAM	KITCHEN OPERATION AIRFLOW (CFM)	NORMAL OPERATION AIRFLOW (CFM)	NOTES
SF–5	2ND FLOOR	OA	13,240	9,900	1,3
RF–9	2ND FLOOR	RA	18,960	22,300	1,3
RF–10	2ND FLOOR	RA	9,800	9,800	1,3
AHU–9	2ND FLOOR	SA	30,000	30,000	1,3
		OA	11,040	7,700	1,3
		RA	18,960	22,300	1,3
AHU–10	2ND FLOOR	SA	12,000	12,000	1,3
		OA	2,200	2,200	1,3
		RA	9,800	9,800	1,3
KEF–1	ROOF	EA	3,600	N/A	1,3
PEF–1	ROOF	EA	2,940	N/A	1,2,3
AHU–6	1ST FLOOR	SA	3,200	N/A	1,2,3
	1ST FLOOR	OA	3,200	N/A	1,3

NOTES:
1. PERFORM PRE–CONSTRUCTION TESTING ON ALL EQUIPMENT LISTED HERE.
2. PRE–CONSTRUCTION TESTING SHALL INCLUDE TESTING OF EACH AIR DEVICE ATTACHED TO THE AIR SYSTEM.
3. "NORMAL OPERATION AIRFLOW" VALUES ARE BASED ON THE 1996 DESIGN DOCUMENTS. THESE VALUES MAY BE ADJUSTED AFTER REVIEW OF THE PRE–CONSTRUCTION AIRFLOW TESTING REPORT.

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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Stamford Kitchen Air Balancing

Stamford Campus
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PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CDMXM\CLEMENTEJC\D2100578\M-004
AUTHOR: J. CLEMENTE
DRAFTER: J. CLEMENTE
SCALE: NONE
PRINT DATE: 04-29-2016
SHEET TITLE: HVAC SPECIFICATIONS III
SHEET: M-004

SECTION 15990 – TESTING, ADJUSTING AND BALANCING CONTINUED....

1.02 SUBMITTALS

A. SUBMIT IN ACCORDANCE WITH SECTION 01, THE FOLLOWING:

1. QUALIFICATIONS AND EXPERIENCE INFORMATION AND DATA.

2. PROPOSED TESTING SCHEDULES AND PROCEDURES.

3. PRELIMINARY DRAFT "SYSTEM" BALANCING REPORTS AS SYSTEMS ARE COMPLETED AND TESTED.

4. FINAL SYSTEMS AND PROJECT BALANCING REPORTS AS FINAL SYSTEM ADJUSTMENTS ARE MADE AS SYSTEMS ARE ACCEPTED BY THE OWNER.

1.03 QUALITY ASSURANCE

A. QUALIFICATIONS STANDARDS FOR THIS WORK – AFFILIATION WITH MANUFACTURERS, INSTALLING CONTRACTORS OR ENGINEERING FIRMS WILL NOT PRECLUDE ACCEPTABILITY. SUBMIT QUALIFICATIONS WITHIN 60 DAYS AFTER CONTRACT AWARD. MEMBERSHIP IN THE AABC OR NEBB FOR AIR AND WATER TESTING IS REQUIRED. THE TESTING AND BALANCING CONTRACTOR SHALL NOT BE AFFILIATED WITH THE ON–SITE CONTRACTORS.

B. TO PERFORM REQUIRED PROFESSIONAL SERVICES, THE BALANCING AGENCY SHALL HAVE A MINIMUM OF TWO TEST–AND–BALANCE ENGINEERS CERTIFIED BY THE AABC OR NEBB.

C. THE BALANCING AGENCY SHALL FURNISH ALL NECESSARY CALIBRATED INSTRUMENTATION TO ADEQUATELY PERFORM THE SPECIFIED SERVICES. AN INVENTORY OF ALL INSTRUMENTS AND DEVICES IN POSSESSION OF THE BALANCING AGENCY MAY BE REQUIRED BY THE ENGINEER TO DETERMINE THE BALANCING AGENCY'S PERFORMANCE CAPABILITY.

2.01 MATERIALS

A. FURNISH GASKETS, LUBRICANTS AND OTHER EXPENDABLE MATERIALS REQUIRED TO BE REPLACED DURING THE EXECUTION OF THIS WORK.

B. FIXED–PITCHED PULLEYS REQUIRED FOR FAN ADJUSTMENTS SHALL BE FURNISHED ON AN EXCHANGE BASIS BY THE PARTY RESPONSIBLE FOR THE FAN INSTALLATION.

C. WHERE TEST RESULTS INDICATE THAT AIR QUANTITIES AT ANY SYSTEM FAN ARE BELOW OR IN EXCESS OF THE SPECIFIED AMOUNT, THE HVAC AND GENERAL CONTRACTORS, AT THEIR OWN EXPENSE, SHALL CHANGE DRIVING PULLEY RATIO OR SHALL MAKE APPROVED CHANGES TO OBTAIN THE SPECIFIED OR SCHEDULED AIR QUANTITIES.

D. TESTING APPARATUS: FURNISH PLUGS, CAPS, STOPS, VALVES, PUMPS, COMPRESSORS, BLOWERS AND SIMILAR DEVICES REQUIRED TO PERFORM THIS WORK.

2.02 TESTING REPORTS

A. FORMS: FURNISH TEST REPORT DATA ON 8–1/2–IN BY 11–IN BOND AABC OR NEBB FORM PAPER. SUBMIT FORMAT FOR RECORDING DATA AND RECEIVE APPROVAL PRIOR TO USE.

B. REPORTS SHALL BE EXCEL SPREADSHEET FORMAT AND SHALL BE SUBMITTED IN BOTH HARD COPY AND AS A DATA FILE.

3.01 START OF BALANCING

A. ALL GRILLES, DAMPERS, FANS, COILS, PUMPS, VALVES AND LINKAGES SHALL BE VERIFIED TO BE INSTALLED AND OPERATING.

B. SYSTEM SHALL BE CAPABLE OF OPERATING UNDER CONTROL AS SPECIFIED ON DRAWINGS AND/OR CONTAINED HEREIN.

C. VERIFY WITH STRAIGHT EDGE THAT FAN/PUMP AND MOTOR SHAFTS ARE PARALLEL AND THAT SHEAVES ARE IN PROPER ALIGNMENT.

D. VERIFY THAT BELTS ARE PROPERLY TENSIONED WHEN UNIT IS OPERATING WITH NO EXCESSIVE SQUEAL AT STARTUP. IF NOT CORRECT, ADJUST SHEAVES OR MOTOR BASE ACCORDINGLY.

E. START FANS AND VERIFY THAT ROTATION IS CORRECT. IF ROTATION IS INCORRECT COORDINATE WITH ELECTRICAL CONTRACTOR TO SWITCH POWER LEADS SUCH THAT THE MOTOR ROTATES CORRECTLY.

F. CHECK NAMEPLATE VOLTAGE ON MOTOR COMPARED TO SCHEDULED VOLTAGE. NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES. MEASURE AND RECORD ACTUAL VOLTAGE ACROSS ALL POWER LEADS. NOTIFY THE ENGINEER OF DISCREPANCIES IMMEDIATELY.

G. CHECK MOTOR NAMEPLATE FULL LOAD AMPS AND MEASURE AND RECORD AMPERAGE ACROSS ALL POWER LEADS. IF THERE ARE MARKED DISCREPANCIES IN AMPERAGE DRAWS BETWEEN LEGS, NOTIFY THE ENGINEER IMMEDIATELY.

H. MEASURE AND RECORD FAN AND MOTOR RPM. CHECK THAT MOTOR RPM AGREES WITH NAMEPLATE AND SCHEDULED RPM.

I. IF, UPON COMMENCING THE WORK, THE BALANCING CONTRACTOR FINDS THAT THE SYSTEMS ARE NOT READY, OR IF A DISPUTE OCCURS AS TO THE READINESS OF THE SYSTEMS, THE BALANCING AGENCY SHALL REQUEST AN INSPECTION TO BE MADE BY THE ENGINEER. THIS INSPECTION SHALL ESTABLISH TO THE SATISFACTION OF THE REPRESENTED PARTIES WHETHER OR NOT THE SYSTEMS MEET THE BASIC REQUIREMENTS FOR TESTING AND BALANCING. SHOULD THE INSPECTION REVEAL THE NOTIFICATION TO HAVE BEEN PREMATURE, ALL COSTS FOR THE INSPECTION AND WORK PREVIOUSLY ACCOMPLISHED BY THE BALANCING AGENCY SHALL BE PAID FOR BY THE GENERAL CONTRACTOR. FURTHERMORE, SUCH ITEMS THAT ARE NOT READY FOR TESTING AND BALANCING SHALL BE COMPLETED AND PLACED IN OPERATIONAL READINESS BEFORE TESTING AND BALANCING SERVICES SHALL BE RECOMMENCED.

J. LEAKS, DAMAGE AND DEFECTS DISCOVERED OR RESULTING FROM STARTUP, TESTING AND BALANCING SHALL BE REPAIRED OR REPLACED TO LIKE–NEW CONDITION WITH ACCEPTABLE MATERIALS. TESTS SHALL BE CONTINUED UNTIL SYSTEM OPERATES WITHOUT ADJUSTMENTS OR REPAIRS.

3.02 REQUIRED ACCURACY

A. SYSTEMS SHALL BE BALANCED TO BE WITHIN THE FOLLOWING LIMITS OF THE CAPACITY SHOWN ON THE DRAWINGS. LIMITS SHALL BE APPLIED TO BOTH INDIVIDUAL COMPONENTS AND TO THE SYSTEM TOTALS.

1. GENERAL SYSTEMS (PLUS/MINUS 10 PERCENT)

3.03 TESTING

A. HVAC AIR SYSTEMS

1. BALANCE THE SUPPLY, RETURN, OUTSIDE AIR AND EXHAUST AIR SYSTEMS IN ACCORDANCE WITH AABC OR NEBB STANDARDS BY THE USE OF DIRECT READING INSTRUMENTS SUCH AS AN "ANEMOTHERM" OR VELOMETER WHICH HAS BEEN PROPERLY CALIBRATED.

2. TEMPORARILY ADD STATIC PRESSURE TO THE SYSTEM TO SIMULATE THE EFFECT OF DIRTY FILTERS BY BLANKING OFF PORTIONS OF THE FILTER SECTION, COVERING FILTER SECTION WITH CHEESECLOTH OR OTHER SUITABLE MEANS. CONFIRM STATIC HAS BEEN ADDED WITH NEW STATIC PRESSURE READING ACROSS FAN. REMOVE CHEESECLOTH, ETC., AFTER TRAVERSES ARE COMPLETE.

3. IF SO INSTRUCTED BY THE ENGINEER, FURTHER BALANCING OF TEMPERATURE SHALL BE MADE EITHER BY THERMOMETER OR BY TEMPERATURE RECORDER.

4. THE SEQUENCE OF AIR BALANCING SHALL BE AS FOLLOWS:
   a. FIRST, ESTABLISH AIR FLOW QUANTITY AT SUPPLY FAN BY MAIN DUCT TRAVERSE.
   b. NEXT, ESTABLISH AIR FLOW QUANTITIES IN MAIN DUCTS AND BRANCHES.
   c. FINALLY, ESTABLISH AIR FLOW QUANTITIES AT OUTLETS, USING PROPORTIONAL BALANCING AMONG BRANCH OUTLETS. ALL MULTIPLE OPENING SYSTEMS SHALL BE LEFT WITH AT LEAST ONE "OPEN LOW" INLET OR OUTLET, TO WHICH ALL OTHER SYSTEM OPENINGS SHALL BE PROPORTIONALLY BALANCED. THE "OPEN LOW(S)" ON EACH SYSTEM SHALL BE INDICATED IN THE REPORT.
   d. GRILLE AND REGISTER READINGS MAY BE MADE BY A VANE ANEMOMETER, BUT DIFFUSER READINGS SHALL BE MADE BY A FLOW HOOD OR A VELOMETER USING THE TIP RECOMMENDED BY THE DIFFUSER MANUFACTURER. ALL SUPPLY OUTLETS SHALL BE ADJUSTED SO THAT THERE ARE NO DRAFTS.
   e. AFTER ALL OUTLETS ARE ADJUSTED TO WITHIN THE TOLERANCES SPECIFIED ELSEWHERE IN THIS SECTION, REMEASURE ALL SYSTEM OUTLETS, AND RETRAVERSE ALL BRANCH AND MAIN DUCTS TO ESTABLISH FINAL "AS BALANCED" FLOWS.
   f. ALL MAIN AIR DUCTS SHALL BE TRAVERSED USING A PITOT TUBE AND MANOMETER. THE MANOMETER SHALL BE CALIBRATED TO READ TWO SIGNIFICANT FIGURES IN ALL VELOCITY PRESSURE RANGES. THE STATIC PRESSURE READING AT THE TRAVERSE POINT SHALL BE RECORDED FOR EACH SUCCESSIVE TRAVERSE.
      1) A MAIN DUCT IS DEFINED AS EITHER OF THE FOLLOWING:
         a) A DUCT SERVING FIVE OR MORE OUTLETS.
         b) A DUCT SERVING TWO OR MORE BRANCH DUCTS.
         c) A DUCT EMANATING FROM A FAN OR PLENUM.
      2) ALL OTHER DUCTS ARE BRANCH DUCTS.
      3) THE INTENT OF THIS OPERATION IS TO MEASURE BY TRAVERSE THE TOTAL AIR QUANTITY HANDLED BY THE FAN AND TO VERIFY THE DISTRIBUTION OF AIR TO ZONES AND TO ADJUST SYSTEM PRESSURE TO MINIMUM LEVEL REQUIRED TO SATISFY THE FARTHEST AIR OUTLET.
   g. ADJUST FAN SPEEDS IF RESULTS OF SYSTEM CAPACITY TESTS ARE NOT WITHIN TOLERANCES SPECIFIED AND REPEAT PARAGRAPHS 3.04A4C, D AND E ABOVE, AS REQUIRED.
   h. MARK ALL FINAL BALANCING DAMPER POSITIONS WITH A PERMANENT MARKER.
   i. FOR SYSTEMS WHICH MODULATE BETWEEN DIFFERENT FLOW MODES (E.G., MINIMUM OUTSIDE AIR TO 100 PERCENT OUTDOOR AIR OR 100 PERCENT RETURN AIR TO 100 PERCENT EXHAUST) MEASURE AND REPORT SYSTEM FLOW UNDER BOTH EXTREMES OF MODULATION AND CHECK FOR EXCESSIVE SYSTEM FLOW DEVIATION ABOVE DESIGN, WHEN SYSTEM IS MODULATING BETWEEN ITS END POINTS.

5. FURNISH DATA IN EXCEL SPREADSHEET FORMAT TABULATING THE FOLLOWING:
   a. OPENING NUMBER, TYPE, SIZE AND DESIGN FLOW RATE.
   b. QUANTITY OF AIR IN CFM AT EACH AIR OUTLET AND INLET.
   c. DRY BULB TEMPERATURE IN EACH ROOM.
   d. DRY BULB TEMPERATURE OF THE SUPPLY AIR.
   e. OUTDOOR DRY AND WET BULB TEMPERATURE AT THE TIME THE ABOVE TESTS ARE CONDUCTED. (WET BULB TEMPERATURE ONLY REQUIRED FOR AC SYSTEMS)

6. ADJUST BELTS, SHEAVES AND THE ALIGNMENT OF AIR HANDLING EQUIPMENT.

7. WHERE VARIOUS COMBINATIONS OF SHEAVES MUST BE INSTALLED ON FAN SYSTEMS TO ACHIEVE THE CORRECT AIR DELIVERY, CHANGE THE SHEAVES AND CONTINUE TO TAKE SUCCESSIVE READINGS UNTIL THE CORRECT COMBINATIONS ARE INSTALLED.

8. FURNISH DATA IN EXCEL SPREADSHEET FORMAT TAKEN AT EACH AIR MOVING DEVICE.
   a. MANUFACTURER, MODEL NUMBER AND SERIAL NUMBER OF UNITS.
   b. ALL DESIGN AND MANUFACTURER'S RATED DATA.
   c. TOTAL QUANTITY OF SUPPLY AIR IN CFM.
   d. TOTAL QUANTITY OF RETURN AIR IN CFM.
   e. TOTAL QUANTITY OF EXHAUST OR RELIEF AIR IN CFM.
   f. TOTAL QUANTITY OF OUTSIDE AIR IN CFM.
   g. OUTLET VELOCITY – FPM.
   h. THE RPM OF EACH FAN OR BLOWER.
   i. MAXIMUM TIP SPEED – FPM.
   j. THE RPM OF EACH MOTOR.
   k. VOLTAGE AND AMPERE INPUT OF EACH MOTOR (ONE READING FOR EACH PHASE LEG ON 3 PHASE MOTORS).
   l. PRESSURE IN INCHES W.G. AT INLET OF EACH FAN OR BLOWER.
   m. PRESSURE IN INCHES W.G. AT DISCHARGE OF EACH FAN OR BLOWER.
   n. PRESSURE DROPS ACROSS SYSTEM COMPONENTS SUCH AS LOUVERS, FILTERS, COILS AND MIXING BOXES.
   o. SUBMIT THE ACTUAL FAN OPERATING POINT ON A COPY OF THE FAN SHOP DRAWING SHOWING OPERATING CURVE.
   p. LIST THE FOLLOWING DATA FROM ALL FAN MOTORS INSTALLED.
      1) MANUFACTURER MODEL AND SIZE.
      2) MOTOR HORSEPOWER, SERVICE FACTOR AND RPM.
      3) VOLTS, PHASES, CYCLES AND FULL LOAD AMPS.
      4) EQUIPMENT LOCATIONS.
   q. PRESSURE IN INCHES W.G. AT INLET TO UNIT CABINET.
   r. PRESSURE IN INCHES W.G. AT DISCHARGE FROM UNIT CABINET.
   s. OUTDOOR AIR AND RETURN AIR DAMPER POSITION.

CERTIFICATION:

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STATUS: 100% Design Submittal

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Stamford Kitchen Air Balancing

Stamford Campus
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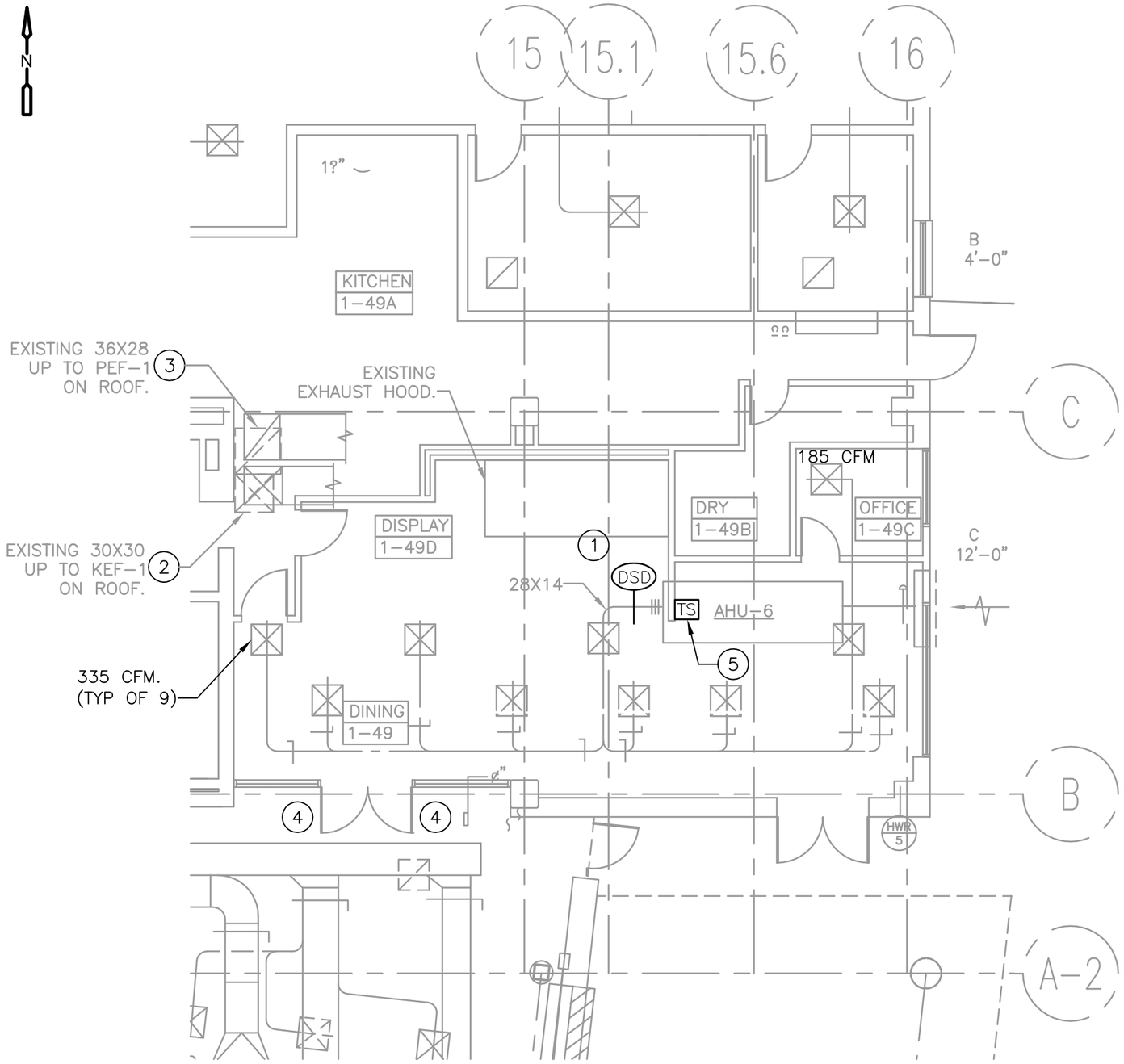
PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CDMSM\CLEMENTEJC\D2106578\M-005

AUTHOR: J. CLEMENTE
DRAFTER: J. CLEMENTE
SCALE: NONE
PRINT DATE: 04-29-2016
SHEET TITLE: HVAC SPECIFICATIONS IV

SHEET: M-005



1/8" = 1'- 0"

4 2 0 4 8

1ST FLOOR KITCHEN PLAN

PLAN

1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE DUCT SMOKE DETECTOR IN EXISTING SA DUCT.
2. REMOVE EXISTING KITCHEN HOOD EXHAUST FAN, KEF-1, ON ROOF. PROVIDE NEW KEF-1 ON ROOF.
3. REMOVE EXISTING FOOD PREPARATION AREA EXHAUST FAN, PEF-1, ON ROOF. PROVIDE NEW PEF-1 ON ROOF.
4. REMOVE EXISTING DOOR HOLD OPEN/STOP ARMS AND TURN OVER TO THE OWNER OR DISPOSE OF (OWNER'S DECISION). FURNISH EACH DOOR LEAF WITH AN LCN 4040SE DOOR CLOSER/HOLDER WITH 24V POWER AND ALUMINUM FINISH NO. 689 BHMA (BUILDERS HARDWARE MANUFACTURERS ASSOCIATION). CLOSER/HOLDER SHALL BE PULL SIDE MOUNTED.
5. WALL MOUNTED REMOTE TEST SWITCH FOR NEW DUCT SMOKE DETECTOR.

GENERAL NOTES:

1. PROVIDE PRE-CONSTRUCTION AIRSIDE TESTING AND POST-CONSTRUCTION TESTING AND BALANCING OF KEF-1, PEF-1 AND AHU-6. SEE TESTING AND BALANCING SCOPE ON M-004.

ROOF

PLAN

NO SCALE

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WORK ORDER NO: 201656

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AUTHOR: J. CLEMENTE

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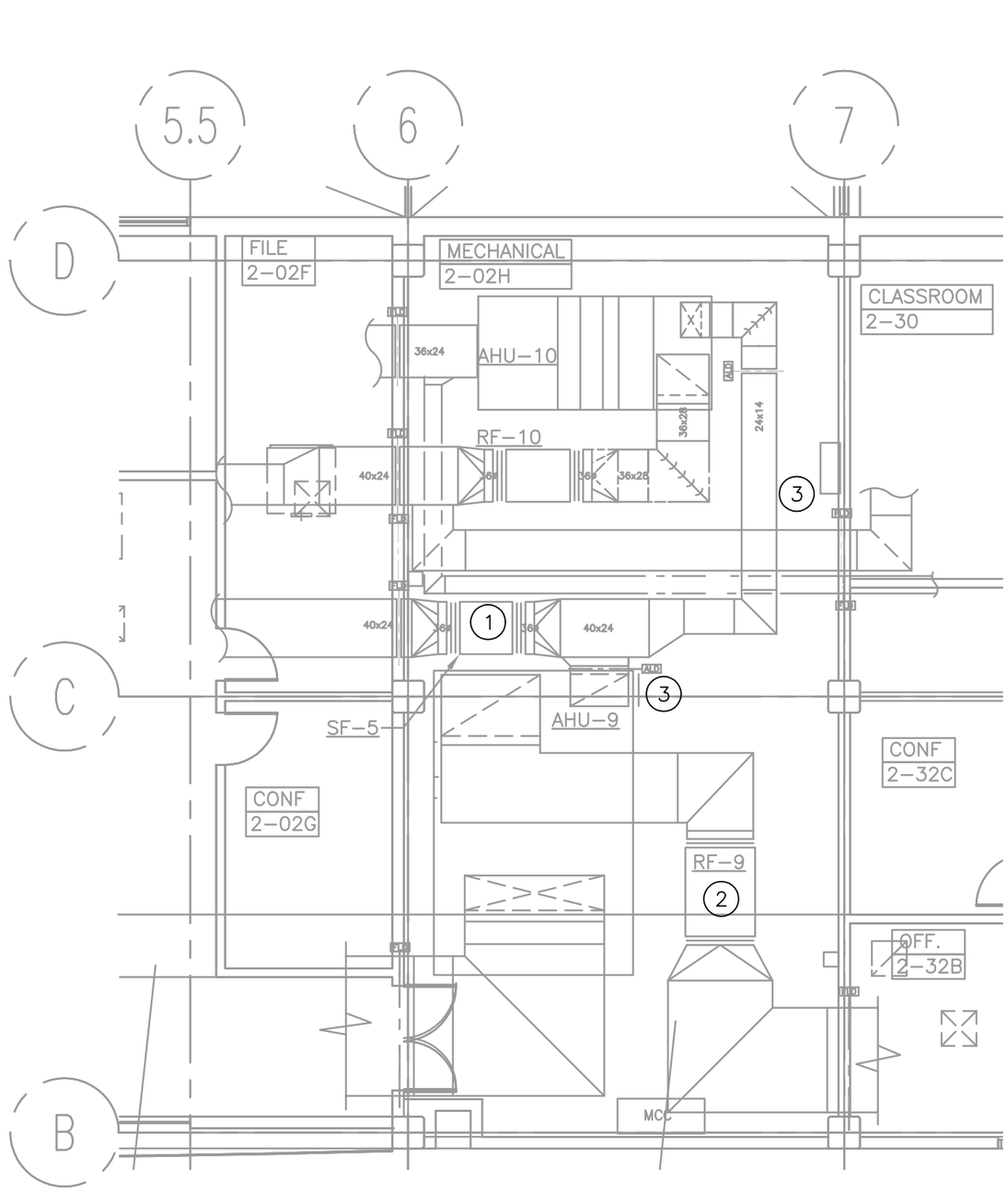
1ST FLOOR KITCHEN PLAN

SHEET:

M-101



2ND FLOOR MECHANICAL EQUIPMENT ROOM

PLAN

1/8" = 1'-0"

GENERAL NOTES:

1. PROVIDE PRE-CONSTRUCTION AIRSIDE TESTING OF SF-5, RF-9, RF-10, AHU-9 AND AHU-10. SUBMIT TESTING REPORT FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO COMMENCING WITH ANY OTHER WORK. SEE TESTING AND BALANCING SCOPE ON M-004.
2. PROVIDE POST-CONSTRUCTION TESTING AND BALANCING OF SF-5, RF-9, RF-10, AHU-9 AND AHU-10. SEE TESTING AND BALANCING SCOPE ON M-004.
3. COORDINATE BMS PROGRAMMERS WITH AIR BALANCING CONTRACTOR TO SET SPEEDS OF VFD'S FOR SF-5 AND RF-9 TO CONTROL TO THE SPECIFIED AIR FLOWS.

KEYED NOTES:

1. REPLACE EXISTING FAN DRIVE PACKAGE AND MOTOR TO INCREASE SF-5 AIR FLOW TO 13,240 CFM. REMOVE EXISTING 5 HP MOTOR. PROVIDE NEW 10 HP MOTOR. NEW MOTOR SHALL BE 460V/3ø/60 HZ INVERTER DUTY RATED PER SPECIFICATION 01171. SEE ELECTRICAL DRAWINGS FOR REPLACEMENT OF VFD FOR SF-5. PROVIDE PROGRAMMING OF THE NEW VFD THROUGH THE BMS.
2. PROVIDE REPROGRAMMING OF THE EXISTING VFD FOR RF-9 THROUGH THE BMS. FOR "KITCHEN OPERATION" ADJUST EXISTING RETURN AIR FAN RF-9 TO 3,340 CFM LESS THAN "NORMAL OPERATION" AIRFLOW VALUE. SEE TABLE ON M-004 FOR AIRFLOW VALUES REQUIRED DURING BOTH MODES OF OPERATION.
3. MEASURE OUTSIDE AIRFLOWS GOING TO AHU-9 & AHU-10 BEFORE ANY MODIFICATIONS. OUTSIDE AIRFLOW TO AHU-10 SHALL REMAIN THE SAME AS BEFORE MODIFICATIONS FOR BOTH "KITCHEN" AND "NORMAL" OPERATION.

1/8" = 1'- 0"

4 2 0 4 8

CERTIFICATION:

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PROJECT NO: 201656
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FILE NAME: C:\CDMSM\CLEMENTEJC\D2106578\M-201_1

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2ND FLOOR MER PLAN

SHEET:

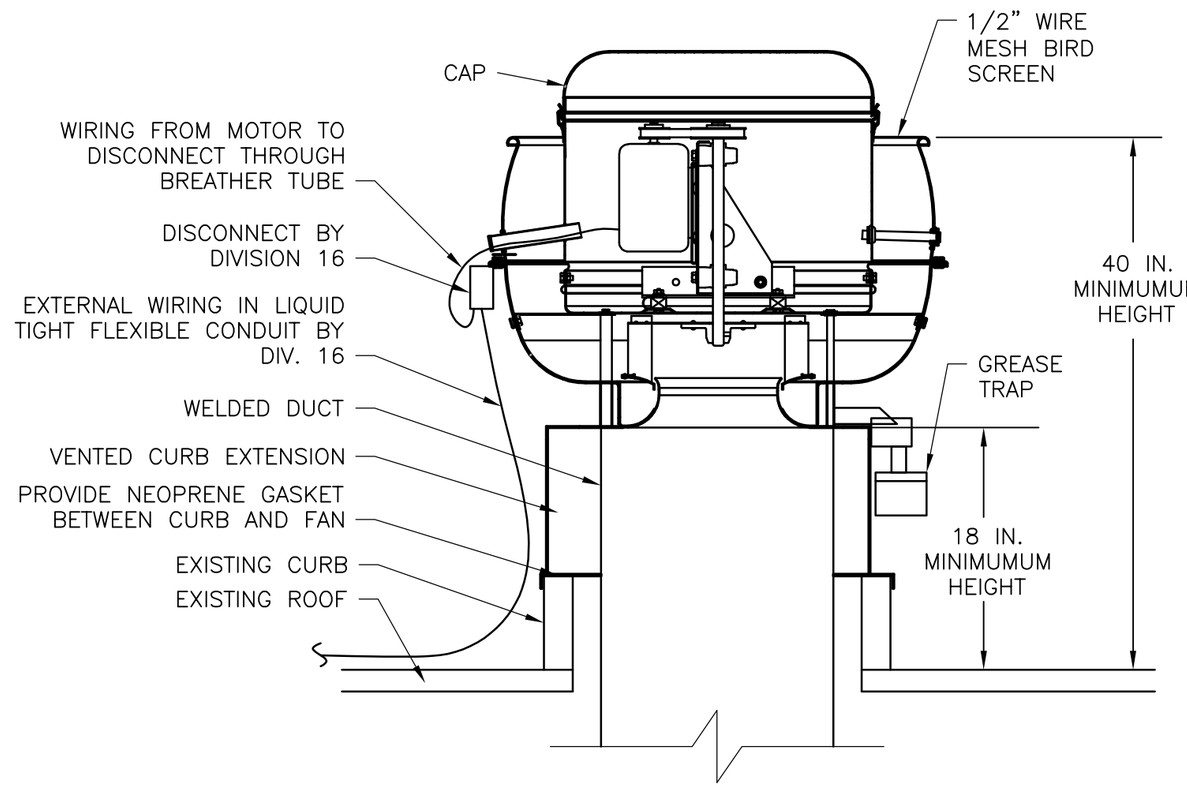
M-201

FAN SCHEDULE

TAG	LOCATION	SERVICE	FAN TYPE	CFM	SP	DRIVE	BHP	MOTOR HP	CURB CAP	ELECTRICAL			BASIS OF DESIGN	NOTES
										VOLTS	PHASE	HZ		
KEF–1	ROOF	KITCHEN HOOD	CENTRIFUGAL UPBLAST	3,600	2.0	BELT	1.99	2.0	30"x30"	208	3	60	GREENHECK CUBE–180	1
PEF–1	ROOF	KITCHEN FOOD PREP AREA	CENTRIFUGAL UPBLAST	2,940	1.0	BELT	1.0	1.0	30"x30"	208	3	60	GREENHECK CUBE–180	2

NOTES:

1. FURNISH WITH MANUFACTURER'S VENTED CURB EXTENSION. FIELD VERIFY DIMENSIONS OF THE EXISTING CURB (HEIGHT ABOVE ROOF, FOORPRINT) TO DETERMINE CURB EXTENSION DIMENSIONS. CURB HEIGHT SHALL BE SUFFICIENT TO PLACE THE FAN DISCHARGE A MINIMUM OF 40 INCHES ABOVE THE ROOF. ASSUME 12 IN TALL CURB EXTENSION FOR THE PURPOSES OF BIDDING.
2. FURNISH WITH INSULATED ADAPTER CURB FOR MOUNTING TO EXISTING 26"X26" ROOF CURB. FIELD VERIFY DIMENSIONS OF EXISTING CURB PRIOR TO ORDERING. MATCH ADAPTER CURB TO THE DIMENSIONS OF THE SPECIFIC FAN TO BE INSTALLED.



KITCHEN HOOD EXHAUST FAN

DETAIL A

NTS

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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REVISIONS:

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PROJECT:

Stamford Kitchen Air Balancing

Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\CDMSM\CLEMENTEJC\D2106578\M-501

AUTHOR: J. CLEMENTE

DRAFTER: J. CLEMENTE

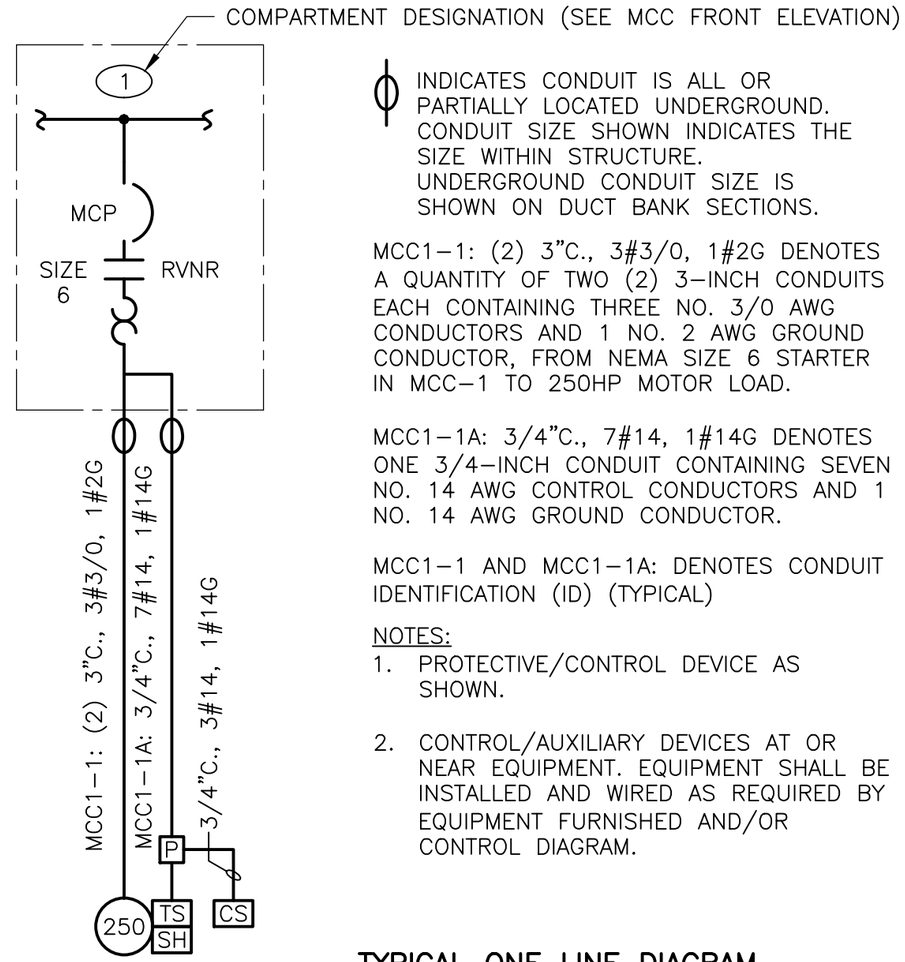
SCALE: NONE

PRINT DATE: 04-29-2016

SHEET TITLE: MECHANICAL SCHEDULES & DETAILS

SHEET: M-501

ONE LINE OR CONTROL DIAGRAM	PLAN	DESCRIPTION
FRAME / TRIP	CB	LOW VOLTAGE AIR OR MOLDED CASE CIRCUIT BREAKER, 3 POLE UNLESS OTHERWISE NOTED.
/		NON–FUSIBLE DISCONNECT SWITCH, 600 VOLT, 3 POLE, WITH AUXILIARY CONTACTS * AMPERE RATING NOTED IF OTHER THAN 30A (DIAGRAMATICALLY SHOWN, CONTRACTOR SHALL FIELD LOCATE)
*	*	VARIABLE SPEED DRIVE CONTROLLER * D.C. = D.C. DRIVE CONTROLLER SCR = SILICON CONTROLLED RECTIFIER VFD = VARIABLE FREQUENCY DRIVE
5	M	MOTOR, NUMERAL INDICATES HORSEPOWER
	—	CONDUCTORS OR CONDUITS CROSSING PATHS BUT NOT CONNECTED
	—	CONDUCTORS ELECTRICALLY CONNECTED
—	* – ##	FIELD INSTRUMENT, TAG NO. AS INDICATED * INDICATES INSTRUMENT TYPE DEFINED ON LOOP SHEETS OR P & ID ## INDICATES LOOP NO.



INDICATES CONDUIT IS ALL OR PARTIALLY LOCATED UNDERGROUND. CONDUIT SIZE SHOWN INDICATES THE SIZE WITHIN STRUCTURE. UNDERGROUND CONDUIT SIZE IS SHOWN ON DUCT BANK SECTIONS.

MCC1–1: (2) 3"C., 3#3/0, 1#2G DENOTES A QUANTITY OF TWO (2) 3–INCH CONDUITS EACH CONTAINING THREE NO. 3/0 AWG CONDUCTORS AND 1 NO. 2 AWG GROUND CONDUCTOR, FROM NEMA SIZE 6 STARTER IN MCC–1 TO 250HP MOTOR LOAD.

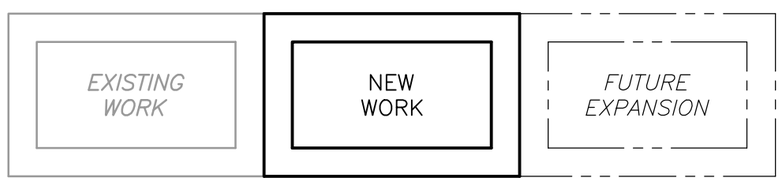
MCC1–1A: 3/4"C., 7#14, 1#14G DENOTES ONE 3/4–INCH CONDUIT CONTAINING SEVEN NO. 14 AWG CONTROL CONDUCTORS AND 1 NO. 14 AWG GROUND CONDUCTOR.

MCC1–1 AND MCC1–1A: DENOTES CONDUIT IDENTIFICATION (ID) (TYPICAL)

NOTES:

1. PROTECTIVE/CONTROL DEVICE AS SHOWN.
2. CONTROL/AUXILIARY DEVICES AT OR NEAR EQUIPMENT. EQUIPMENT SHALL BE INSTALLED AND WIRED AS REQUIRED BY EQUIPMENT FURNISHED AND/OR CONTROL DIAGRAM.

TYPICAL ONE LINE DIAGRAM SHOWING POWER AND CONTROL TO EQUIPMENT



EXISTING, NEW OR FUTURE CONDITION DESIGNATION

GENERAL NOTE

THIS IS A STANDARD LEGEND. SOME SYMBOLS MAY NOT APPEAR ON THE DRAWINGS.

CERTIFICATION:

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PROJECT:

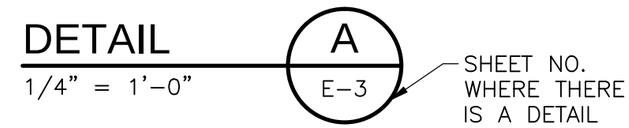
Stamford Kitchen Air Balancing

Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\USERS\MCGUGAN\WD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E001SYAB
AUTHOR: A. BARRY
DRAFTER: A. BARRY
SCALE: AS NOTED
PRINT DATE: 04-29-2016
SHEET TITLE: ELECTRICAL LEGEND I
SHEET: E-1

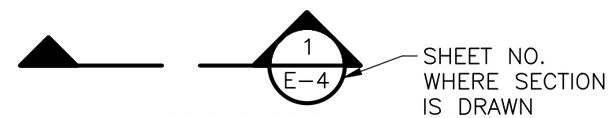
SYMBOL	DESCRIPTION
	HOME RUN TO DESIGNATED EQUIPMENT. BRANCH CIRCUIT CONDUIT WITH 2 NO. 12 AWG BRANCH CIRCUIT CONDUCTORS AND 1 NO. 12 AWG GROUND CONDUCTOR UNLESS OTHERWISE NOTED. NUMBER OF ARROWS INDICATE NUMBER OF CIRCUITS. FOR MINIMUM SIZE CONDUIT PERMITTED REFER TO THE SPECIFICATIONS.
	CONDUIT CONCEALED IN WALL, IN SLAB ABOVE, OR ABOVE CEILING.
	CONDUIT CONCEALED IN OR BELOW FLOOR OR UNDERGROUND.
	CONDUIT RUN EXPOSED. RUN PARALLEL OR PERPENDICULAR TO STRUCTURE OR WALL.
	CONDUIT STUBBED OUT AND CAPPED
(2) 3"C., 3#3/0, 1#2G	DENOTES A QUANTITY OF TWO (2) 3–INCH CONDUITS EACH CONTAINING THREE NO. 3/0 AWG CONDUCTORS AND 1 NO. 2 AWG GROUND CONDUCTOR.
2–2/C#16 SH	DENOTES A QUANTITY OF TWO INSTRUMENT CABLES. EACH CABLE TO CONSIST OF TWO NO. 16 AWG CONDUCTORS TWISTED TOGETHER AND COVERED WITH A METALLIC SHIELD AND AN OVERALL PROTECTIVE JACKET. REFER TO THE SPECIFICATIONS FOR THE EXACT CABLE TO BE PROVIDED.
2–3/C#16 SH	SAME AS ABOVE EXCEPT CABLE TO CONSIST OF THREE NO. 16 AWG CONDUCTORS TWISTED, SHIELDED AND COVERED WITH AN OVERALL PROTECTIVE JACKET. REFER TO THE SPECIFICATIONS FOR THE EXACT CABLE TO BE PROVIDED.
(3) 4"C.	THREE 4–INCH CONDUITS
J OR J	JUNCTION BOX
	INDICATED EQUIPMENT AND MATERIALS TO BE DEMOLISHED
D	FIRE ALARM DUCT SMOKE DETECTOR
FACP	FIRE ALARM CONTROL PANEL
RTS	REMOTE TEST SWITCH
IAM	INDIVIDUAL ADDRESSABLE MODULE

SYMBOL WHERE THERE IS A DETAIL

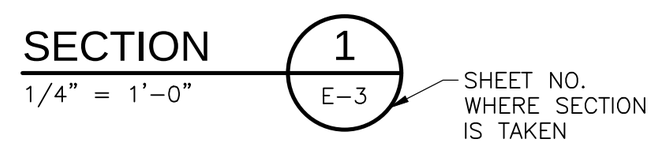


SYMBOL WHERE DETAIL IS DRAWN

DETAIL SYMBOL



SYMBOL WHERE THERE IS A SECTION



SYMBOL WHERE SECTION IS DRAWN

SECTION SYMBOL

GENERAL NOTE

THIS IS A STANDARD LEGEND. SOME SYMBOLS MAY NOT APPEAR ON THE DRAWINGS.

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT:

Stamford Kitchen Air Balancing

Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E002SYAB

AUTHOR: A. BARRY

DRAFTER: A. BARRY

SCALE: AS NOTED

PRINT DATE: 04-29-2016

SHEET TITLE:

ELECTRICAL LEGEND II

SHEET:

E-2

NOTES:

1. IN GENERAL CONDUIT ROUTING FOR EQUIPMENT AND DEVICES IS NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING ALL CONDUITS WHICH SHALL INCLUDE CONDUITS SHOWN ON ONE–LINE AND RISER DIAGRAMS AND HOME–RUNS SHOWN ON PLAN DRAWINGS. REFER TO SPECIFICATIONS FOR MATERIALS AND INSTALLATION REQUIREMENTS.

2. THE WIRING DIAGRAMS, QUANTITY AND SIZE OF WIRES AND CONDUITS REPRESENT A SUGGESTED ARRANGEMENT BASED UPON SELECTED STANDARD COMPONENTS OF ELECTRICAL EQUIPMENT. MODIFICATIONS ACCEPTABLE TO THE ENGINEER MAY BE MADE BY THE CONTRACTOR TO ACCOMMODATE EQUIPMENT ACTUALLY PURCHASED. THE BASIC SEQUENCE AND METHOD OF CONTROL MUST BE MAINTAINED AS INDICATED ON THE DRAWINGS AND/OR SPECIFICATIONS.

3. SWITCHGEAR AND MOTOR CONTROL CENTER COMPARTMENT DESIGNATIONS AS INDICATED BELOW:

   BLANK: NOT INTENDED FOR USE. PLATE ONLY.

   SPACE: EQUIPPED WITH REQUIRED BUS AND HARDWARE FOR THE FUTURE ADDITION OF BREAKERS AND/OR STARTERS WITHIN THE SIZE AND RANGE SHOWN.

   SPARE: CONTAINS A COMPLETELY INSTALLED BREAKER AND/OR STARTER OF SIZE AND TYPE INDICATED FOR FUTURE USE.

4. INTERPRETATION OF ELECTRICAL DRAWINGS: CIRCUIT IDENTIFICATION, ROUTING, AND SIZES OF CONDUITS AND WIRES ARE SHOWN ON THE FOLLOWING DRAWINGS.

A. POWER ONE LINE DIAGRAMS: POWER, CONTROL AND SIGNAL WIRING REQUIREMENTS FOR ELECTRICAL DISTRIBUTION EQUIPMENT AND UTILIZATION EQUIPMENT POWERED FROM SWITCHGEAR, SWITCHBOARDS, MOTOR CONTROL CENTERS AND MAJOR POWER DISTRIBUTION PANELBOARDS ARE TYPICALLY SHOWN ON THE ONE LINE DIAGRAMS. THE PARAMETERS IDENTIFIED ON THE ONE LINE DIAGRAMS ARE: CIRCUIT IDENTIFICATION, CIRCUIT ORIGIN AND DESTINATION, CONDUIT SIZE, WIRE SIZE AND QUANTITY FOR COMPLETE CIRCUIT LENGTH, AND AUXILIARY DEVICES ASSOCIATED WITH THE CONTROL/PROTECTION OF THE POWERED EQUIPMENT, AND SIZE OF THE GROUNDING ELECTRODE CONDUCTORS.

B. INSTRUMENTATION AND CONTROL RISER DIAGRAMS: POWER, CONTROL, SIGNAL AND DATA HIGHWAY WIRING REQUIREMENTS FOR INSTRUMENTS AND CONTROL DEVICES CONTROLLED/MONITORED FROM INSTRUMENTATION AND CONTROL PANELS SUCH AS RTUS, PLCS, TERMINAL CABINETS, AND REMOTE I/O PANELS ARE TYPICALLY SHOWN ON THE INSTRUMENTATION AND CONTROL ONE LINE DIAGRAMS. THE PARAMETERS IDENTIFIED ON THE ONE LINE DIAGRAMS ARE: CIRCUIT IDENTIFICATION, CIRCUIT ORIGIN AND DESTINATION, CONDUIT SIZE, WIRE SIZE, QUANTITY AND TYPE FOR COMPLETE CIRCUIT LENGTH, AND AUXILIARY DEVICES ASSOCIATED WITH THE CONTROL/PROTECTION OF THE POWERED EQUIPMENT.

C. FLOOR PLANS: FOR DETERMINING THE LENGTH OF CIRCUITS LOCATED WITHIN STRUCTURES, FLOOR PLANS SHOW THE LOCATION OF ELECTRICAL DISTRIBUTION EQUIPMENT, CONTROL PANELS, UTILIZATION EQUIPMENT, INSTRUMENTS, ANCILLARY EQUIPMENT AND DEVICES AND THE ANTICIPATED PENETRATION LOCATIONS WHERE CONDUITS EXIT/ENTER THE STRUCTURE. HOMERUNS MAY ALSO BE SHOWN FROM MISCELLANEOUS EQUIPMENT NOT SHOWN ON A ONE LINE OR RISER DIAGRAM.

D. SITE PLANS: FOR DETERMINING THE LENGTH OF CIRCUITS EXTERIOR TO STRUCTURES AND TO IDENTIFY THE SPECIFIC REQUIREMENTS OF THE UNDERGROUND CONDUITS OR DUCT BANKS, SITE PLANS SHOW THE GENERAL ROUTING OF UNDERGROUND CONDUITS AND DUCT BANKS WITH SECTIONS INDICATING THE CONDUIT SIZE, ARRANGEMENT AND CIRCUIT ROUTING.

E. NOTE THAT CONDUIT SIZE WITHIN STRUCTURE IS INDICATED ON ONE–LINE DIAGRAM AND UNDERGROUND SIZE IS INDICATED ON DUCT BANK SECTIONS.

GENERAL NOTE

THIS IS A STANDARD LEGEND. SOME SYMBOLS MAY NOT APPEAR ON THE DRAWINGS.

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT:

Stamford Kitchen Air Balancing

Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWEB\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E003SYAB

AUTHOR: A. BARRY

DRAFTER: A. BARRY

SCALE: AS NOTED

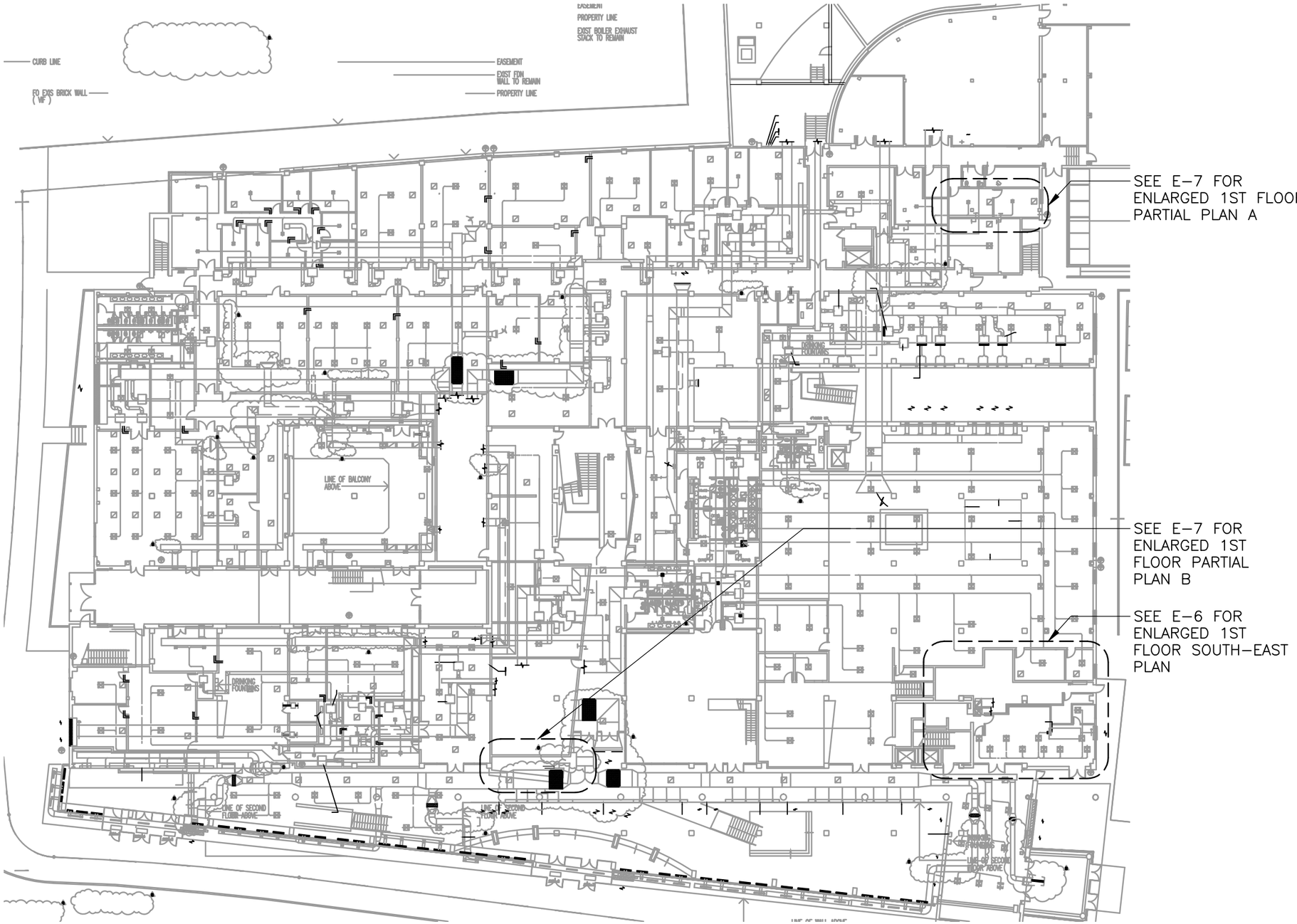
PRINT DATE: 04-29-2016

SHEET TITLE:

ELECTRICAL LEGEND III

SHEET:

E-3



1ST FLOOR KEY PLAN

1" = 40'

20 0 40

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT:

Stamford Kitchen Air Balancing

Stamford Campus
Washington Boulevard and Broad Street
Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWRD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E004FFKP

AUTHOR: A. BARRY

DRAFTER: A. BARRY

SCALE: AS NOTED

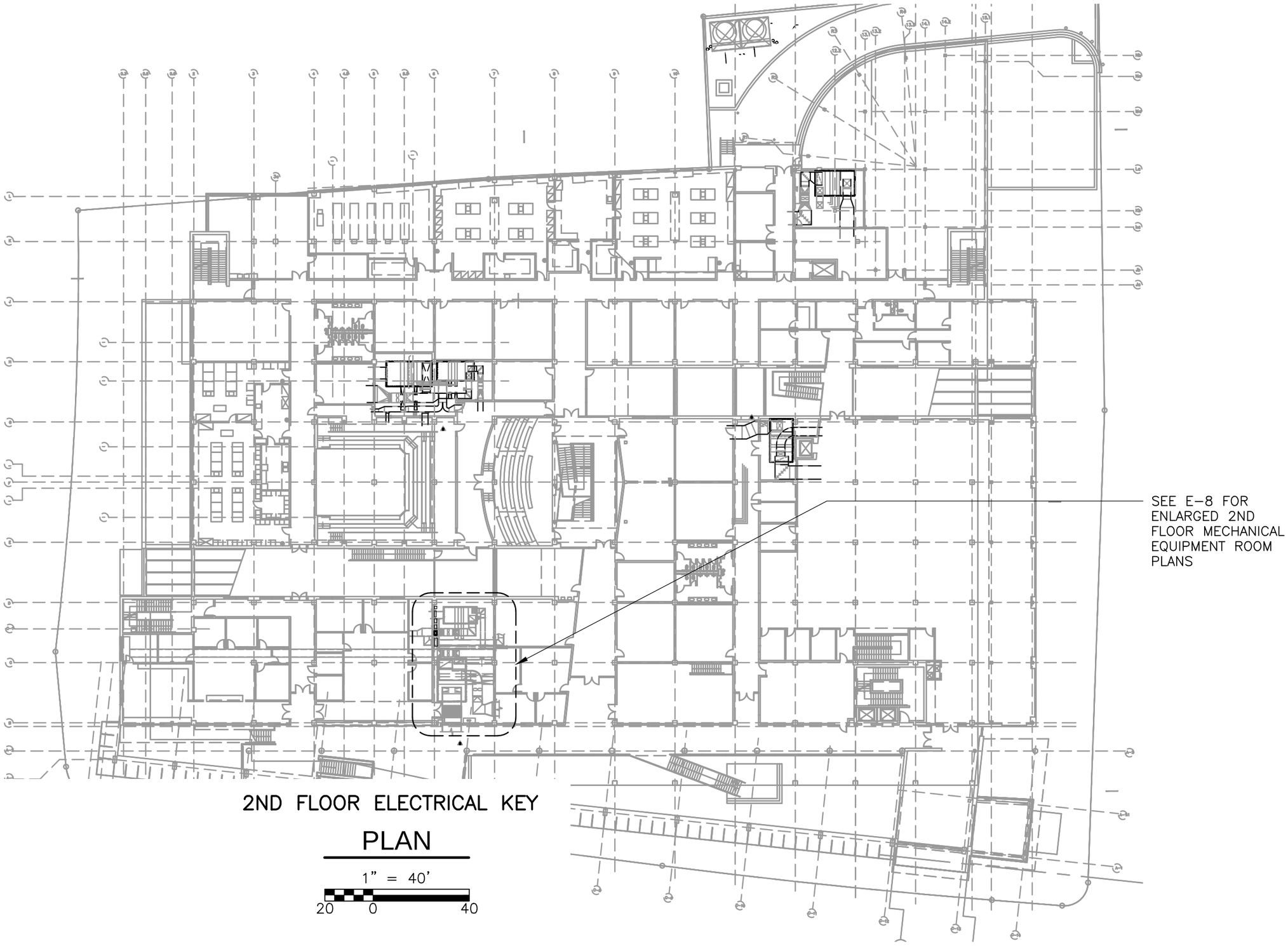
PRINT DATE: 04-29-2016

SHEET TITLE:

FIRST FLOOR ELECTRICAL KEY PLAN

SHEET:

E-4



2ND FLOOR ELECTRICAL KEY PLAN

1" = 40'

20 0 40

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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Stamford Campus
Washington Boulevard
and Broad Street
Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E005SFKP

AUTHOR: A. BARRY

DRAFTER: A. BARRY

SCALE: AS NOTED

PRINT DATE: 04-29-2016

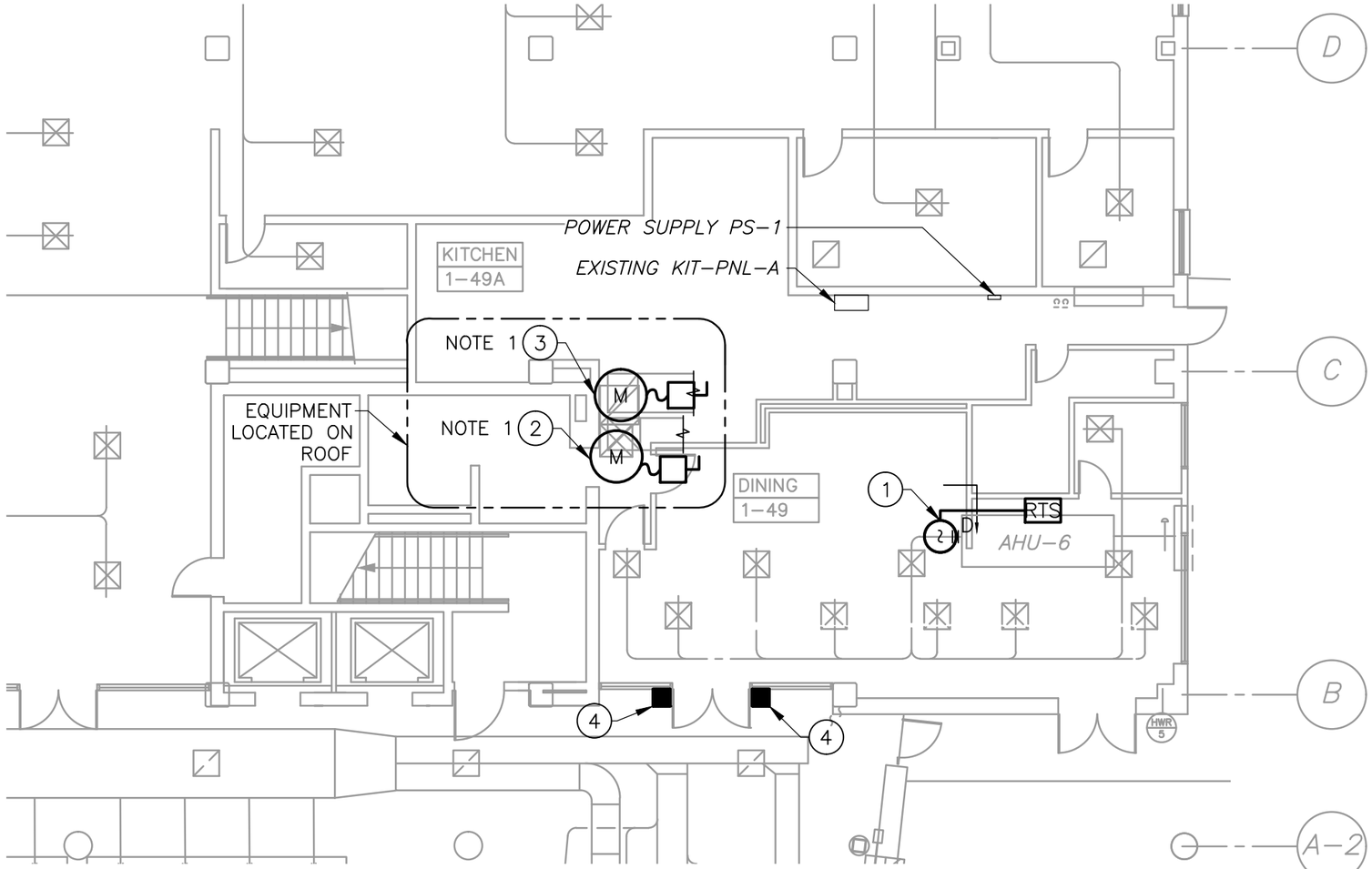
SHEET TITLE:

SECOND FLOOR ELECTRICAL KEY PLAN

SHEET:

E-5

SHEET: 15 of 26



1ST FLOOR SOUTH-EAST

PLAN

3/32" = 1'- 0"

8 0 8 16

KEYED NOTES:

1. CONNECT NEW DUCT SMOKE DETECTOR INTO EXISTING FIRE ALARM SYSTEM. REFER TO RISER DIAGRAM ON DRAWING E-10.
2. REPLACE IN KIND EXHAUST FAN, KEF-1 ON ROOF. REFER TO DRAWING M-101.
3. REPLACE IN KIND EXHAUST FAN, PEF-1 ON ROOF. REFER TO DRAWING M-101.
4. INSTALL MAGNETIC HOLD OPENS FOR DOUBLE DOORS. REFER TO DRAWING M-101.

NOTES:

1. DISCONNECT EXISTING WIRING AND MAKE SAFE. CONNECT EXISTING WIRES TO NEW MOTOR. INSTALLATION SHALL BE COMPLETE AND FULLY FUNCTIONAL.

CERTIFICATION:

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PROJECT:

Stamford Kitchen Air Balancing

Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGAN\WD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER(1)\96KTPL

AUTHOR: A. BARRY

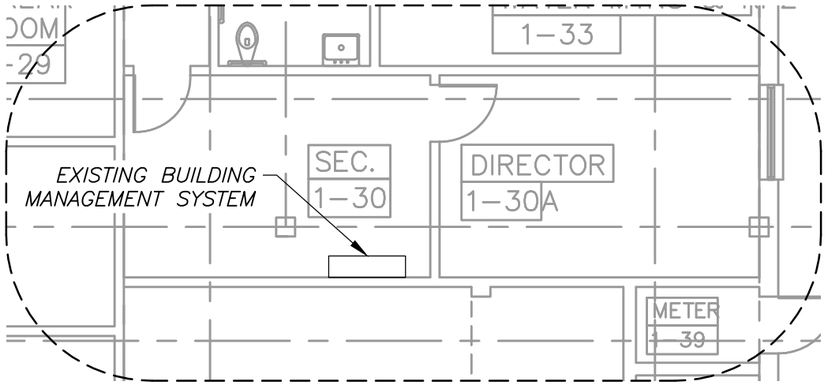
DRAFTER: A. BARRY

SCALE: AS NOTED

PRINT DATE: 04-29-2016

SHEET TITLE: FIRST FLOOR ELECTRICAL KITCHEN PLAN

SHEET: E-6

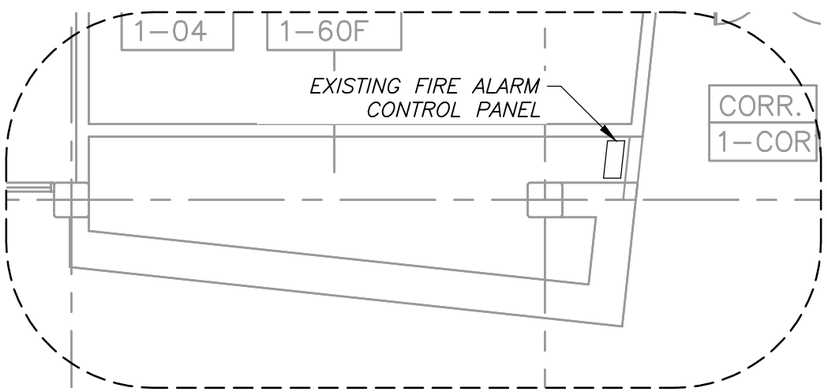


1ST FLOOR PARTIAL – A

PLAN

1/8" = 1'– 0"

4 2 0 4 8



1ST FLOOR PARTIAL – B

PLAN

1/8" = 1'– 0"

4 2 0 4 8

CERTIFICATION:

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STATUS: 100% Design Submittal

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Stamford Campus
Washington Boulevard
and Broad Street
Stamford CT. 06902

PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWED\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E007PAPL

AUTHOR: A. BARRY

DRAFTER: A. BARRY

SCALE: AS NOTED

PRINT DATE: 04-29-2016

SHEET TITLE:

FIRST FLOOR
ELECTRICAL
PARTIAL PLANS

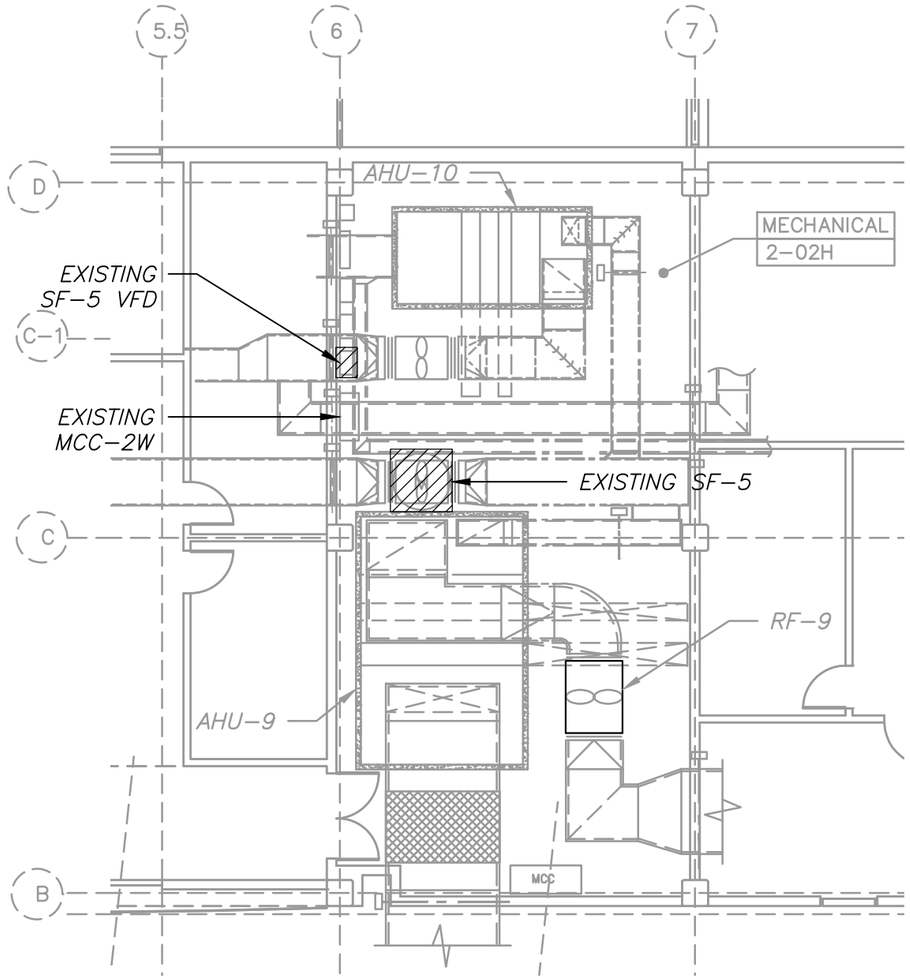
SHEET:

E-7

DEMOLITION NOTES:

1. DISCONNECT EXISTING VFD AND TURN OVER TO OWNER. REMOVE ALL CONDUIT AND WIRE ASSOCIATED WITH REMOVAL OF SF–5.

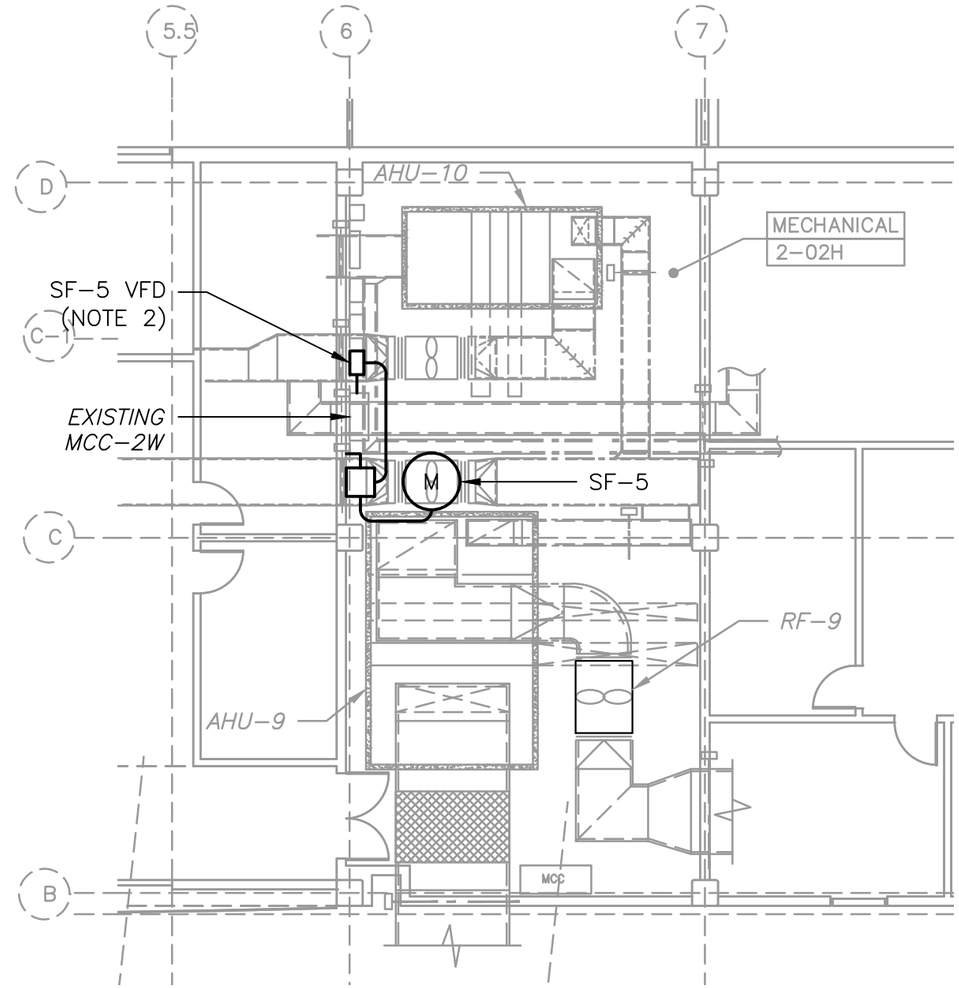
2. REFER TO ONE–LINE DIAGRAM ON DRAWING E–9.



2ND FLOOR MECHANICAL EQUIPMENT ROOM – DEMOLITION PLAN

3/32" = 1'– 0"

8 0 8 16



2ND FLOOR MECHANICAL EQUIPMENT ROOM – NEW WORK PLAN

3/32" = 1'– 0"

8 0 8 16

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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FILE NAME: C:\USERS\MCGUGANWED\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\L0SMRPL

AUTHOR: A. BARRY

DRAFTER: A. BARRY

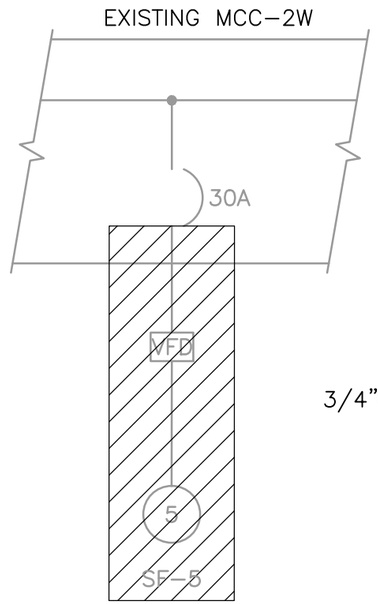
SCALE: AS NOTED

PRINT DATE: 04-29-2016

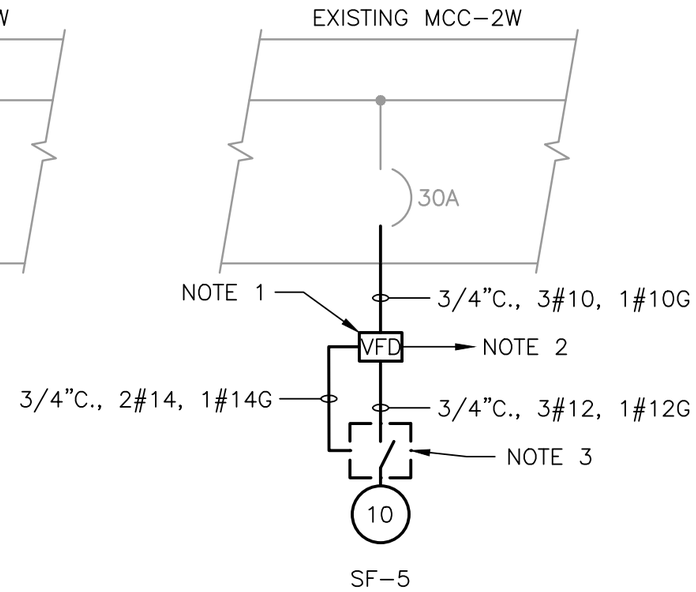
SHEET TITLE: SECOND FLOOR ELECTRICAL MECH. RM. PLAN

SHEET: E-8

SHEET: 18 of 26



EXISTING MCC-2W ONE-LINE DIAGRAM DEMOLITION



EXISTING MCC-2W ONE-LINE DIAGRAM MODIFICATIONS

NOTES:

1. FURNISH AND INSTALL NEW 10HP VFD. VFD MANUFACTURER AND FEATURES SHALL MATCH THE EXISTING VFD. COORDINATE SELECTION WITH FAN MOTOR SUPPLIER. NEW VFD CONTROLS SHALL MATCH EXISTING VFD CONTROLS FOR COMMUNICATION WITH EXISTING BUILDING MANAGEMENT SYSTEM.
2. COMMUNICATION SIGNAL TO BUILDING MANAGEMENT SYSTEM BY DIVISION 15.
3. PROVIDE DISCONNECT SWITCH WITH AUXILIARY CONTACTS TO DISABLE VFD WHEN DISCONNECT IS OPEN.

100 AMP MAIN BREAKER
100 AMP BUS RATING 24 POLES
208/120 VOLTS 3 PHASE 4 WIRE 60 Hz.

EXISTING PANELBOARD KIT-PNL-A

10 KA SHORT CIRCUIT RATING
ELECTRONIC GRADE: NO

LOCATION: **KITCHEN (1-49A)**
ENCLOSURE RATING: **NEMA 1 ,**
MOUNTING: **SURFACE**

CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES	CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES
1							2						
3	*EXISTING PIZZA OVEN*				50 /3		4	*EXISTING DEEP FRYER*				40 /3	
5							6						
7	*EXISTING TV PLUG / STORAGE*				20 /1	11	8	**POWER SUPPLY PS-1**	0.24			20 /1	**7, 10**
9	*EXIST. CUSTOMER PLUGS / STORAGE*				20 /1	11	10	***EXISTING WALL KIT SIDE PLUGS (X2)***				20 /1	**8, 9**
11				0.78			12	*EXISTING WALL KIT SIDE PLUGS*				20 /1	
13	KEF-1 (2 HP)	0.78			20 /3		14	*EXISTING HOT WALL PLUG*				15 /2	
15			0.78				16						
17				0.39			18	*EXISTING KIT HOOD CONTROLS POWER*				20 /1	
19	PEF-1 (1 HP)	0.39			20 /3		20	*EXISTING ROOF TOP UNIT PLUG*				20 /1	
21			0.39				22	*EXISTING DELI CASE COOLER*				20 /2	
23	*EXISTING KIT HOOD LIGHTS*				20 /1		24	*BELOW CASH REGISTER*					
	TOTAL PHASE KVA THIS SIDE	1.17	1.17	1.17				TOTAL PHASE KVA THIS SIDE	0.24	0	0		
								TOTAL KVA PER PHASE	1.41	1.17	1.17		
								TOTAL THREE PHASE KVA		3.75			

NOTES:

1.	PROVIDE LOCKING HARDWARE
3.	30 ma GFI CIRCUIT BREAKER FOR EQUIPMENT PROTECTION ONLY (HEAT TRACE)
5.	BRANCH CIRCUIT WIRING: 3/4"C, 3#12 & 1#12G
7.	BRANCH CIRCUIT WIRING: 3/4"C, 2#12 & 1#12G
9.	PROVIDE NEW 2 POLE, 1 SPACE BREAKER TO FEED EXISTING CIRCUITS 8 AND 10
	TO FREE UP BREAKER 8. BREAKER SHALL MATCH EXISTING IN CIRCUITS 7 AND 9.

NOTES CONT.:

2.	5 ma GROUND FAULT INTERRUPTER (GFI) CIRCUIT BREAKER
4.	PROVIDE LOCKING HARDWARE & PAINT BREAKER HANDLE RED (FACP)
6.	BRANCH CIRCUIT WIRING: 3/4'C, 3#10 & 1#12G
8.	EXISTING WIRING TO REMAIN AND BE REUSED.
10.	REUSE EXISTING CIRCUIT BREAKER 8 TO FEED NEW POWER SUPPLY.
11.	EXISTING 2-POLE, 1-SPACE CIRCUIT BREAKER.

CERTIFICATION:
STAMP & SIGNITURE
STATUS: 100% Design Submittal

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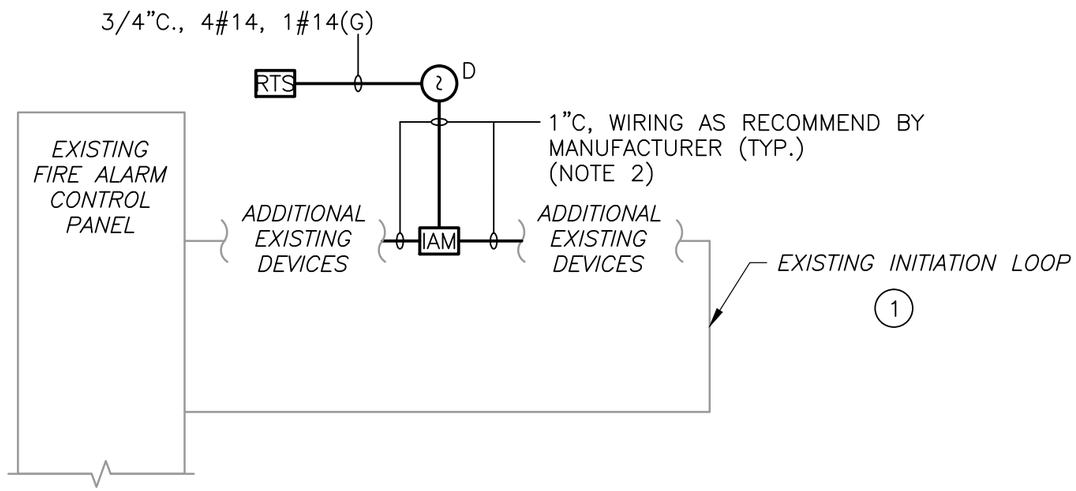
PROJECT:
Stamford Kitchen Air Balancing
Stamford Campus Washington Boulevard and Broad Street Stamford CT. 06902

PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\USERS\MCGUGANWED\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E09OLD1
AUTHOR: A. BARRY
DRAFTER: A. BARRY
SCALE: AS NOTED
PRINT DATE: 04-29-2016
SHEET TITLE: ONE-LINE AND PANELBOARD MODIFICATIONS
SHEET: E-9

KEYED NOTES:

1. CONTRACTOR SHALL FIELD VERIFY NEAREST EXISTING FIRE ALARM LOOP LOCATION AND TIE NEW DUCT SMOKE DETECTOR INTO.
2. POWER SUPPLY SHALL BE SCHLAGE PS902 WITH 900–2RS OPTION BOARD, OR EQUAL.



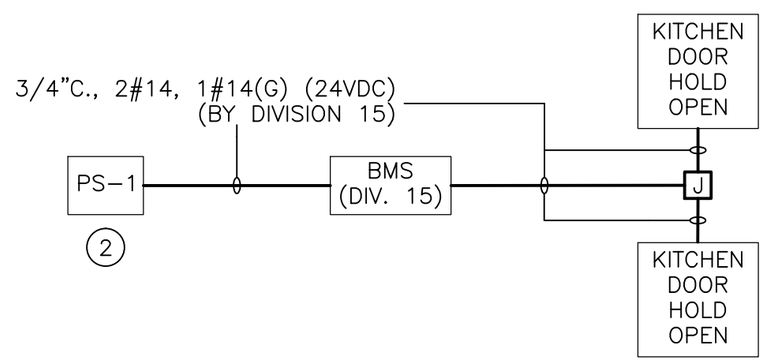
EXISTING WIRING FOR FIRE ALARM CONTROL PANEL

RISER DIAGRAM

N.T.S.

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE ANY FIRE ALARM SYSTEM OUTAGES THAT MAY OCCUR DUE TO MODIFICATIONS SHOWN WITH THE AHJ.
2. CONTRACTOR SHALL INSTALL NEW DUCT SMOKE DETECTORS UTILIZING CONDUIT AND WIRE AS RECOMMENDED BY THE VENDOR AND TIE INTO EXISTING INITIATION LOOPS. LOOP TIE IN POINTS AS SHOWN ON THIS SHEET ARE FOR DIAGRAMMATICAL USE ONLY. CONTRACTOR SHALL DETERMINE IN THE FIELD TIE IN LOCATIONS AS TO MINIMIZE ALTERATIONS TO THE FIRE ALARM DEVICES THAT SHALL REMAIN.
3. UPDATE EXISTING GRAPHIC PANEL TO REPRESENT NEW SITE CONDITIONS. UPDATED GRAPHIC ANNUNCIATION PANEL LAYOUT SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO MODIFICATIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MODIFICATIONS TO THE EXISTING FACP NECESSARY TO INTEGRATE NEW INITIATION DEVICES.



DOOR HOLD–OPEN POWER SUPPLY

RISER DIAGRAM

N.T.S.

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWED\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E010DIAG

AUTHOR: JAMES LIBBY

DRAFTER: DWAYNE CUNNINGHAM

SCALE: AS NOTED

PRINT DATE: 04-29-2016

SHEET TITLE:

ELECTRICAL RISER DIAGRAMS

SHEET:

E-10

SECTION 16020 - ELECTRICAL

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials and equipment required to install complete and make operational, electrical and process instrumentation systems as specified, as shown on the Drawings.

B. The work shall include furnishing and installing the following:

1. Conduit, wire and field connections for all motors, motor controllers, control devices, control panels and electrical equipment furnished under other Divisions of these Specifications.

2. Conduit, wiring and terminations for all field-mounted instruments furnished and mounted under other Divisions of these Specifications, including process instrumentation primary elements, transmitters, local indicators and control panels. Lightning and surge protection equipment wiring at process instrumentation transmitters. Install vendor furnished cables specified under other Divisions of these Specifications.

3. Conduit, wiring and terminations for variable frequency drives, harmonic filters, transformers and power factor correction capacitors furnished and mounted under other Divisions of these Specifications.

4. Mount variable frequency drives, harmonic filters, isolation transformers and power factor correction capacitors furnished under other sections of these specifications.

5. Fire Alarm and Detection System.

6. Security System.

C. Each bidder or their authorized representatives shall, before preparing their proposal, visit all areas of the existing buildings and structures in which work under this bid is to be performed and inspect carefully the present installation. The submission of the proposal by this bidder shall be considered evidence that they have visited the site, buildings and structures and noted the locations and conditions under which the work will be performed and that they takes full responsibility for a complete knowledge of all factors governing his/her work.

1.02 RELATED WORK

A. Except for directly controlled, single phase, unit heater thermostat wiring and all interlocking and termination wiring within the motor starter/motor control centers, all automatic temperature control wiring for heating, ventilating and air conditioning equipment (thermostats, duct switches, P-E switches, dampers, automatic temperature control panels, etc.) will be furnished and installed under Division 15, unless otherwise indicated on the Drawings.

B. Refer to HVAC and Process Mechanical Drawings for the exact location of mechanical, instrumentation and process equipment.

1.03 SUBMITTALS

A. Submit, in accordance with Section 01300, shop drawings for equipment, materials and other items furnished under Division 16.

B. Check shop drawings for accuracy and contract requirements prior to submittal. Shop drawings shall be stamped with the date checked and a statement indicating that the shop drawings conform to Specifications and Drawings. This statement shall also list all exceptions to the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.

C. The Engineer's check shall be for conformance with the design concept of the project and compliance with the Specifications and Drawings. Errors and omissions on approved shop drawings shall not relieve the Contractor from the responsibility of providing materials and workmanship required by the Specifications and Drawings.

D. All dimensions shall be field verified at the job site and coordinated with the work of all other trades.

E. Material shall not be ordered or shipped until the shop drawings have been approved. No material shall be ordered or shop work started if shop drawings are marked "APPROVED AS NOTED - CONFIRM," "APPROVED AS NOTED - RESUBMIT" or "NOT APPROVED."

F. Operation and Maintenance Data:

1. Submit operations and maintenance data for equipment furnished under this Division, in accordance with Section 01730. The manuals shall be prepared specifically for this installation and shall include catalog data sheets, drawings, equipment lists, descriptions, parts lists, etc., to instruct operating and maintenance personnel unfamiliar with such equipment.

1.04 CONTRACT PERFORMANCE REQUIREMENTS

A. Electric equipment, materials and installation shall comply with the latest edition of the National Electrical Code (NEC) and with the latest edition of the following codes and standards:

1. National Electrical Safety Code (NESC).

2. Occupational Safety and Health Administration (OSHA).

3. National Fire Protection Association (NFPA).

4. National Electrical Manufacturers Association (NEMA).

5. American National Standards Institute (ANSI).

6. Insulated Cable Engineers Association (ICEA).

7. Instrument Society of America (ISA).

8. Underwriters Laboratories (UL).

9. Factory Mutual (FM).

10. National Electrical Testing Association (NETA).

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 PRIORITY OF THE CONTRACT DOCUMENTS

A. If, during the performance of the work, the Contractor finds a conflict, error or discrepancy between or among one or more of the Sections or between or among one or more Sections and the Drawings, furnish the higher performance requirements. The higher performance requirement shall be considered the equipment, material, device or installation method which represents the most stringent option, the highest quality or the largest quantity.

B. In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed by the Engineer and work not particularly shown, identified, sized, or located shall be the same as similar work that is shown or specified.

C. Detailed Drawings shall govern over general drawings, larger scale Drawings take precedence over smaller scale Drawings, Change Order Drawings shall govern over Contract Drawings and Contract Drawings shall govern over Shop Drawings.

D. If the issue of priority is due to a conflict or discrepancy between the provisions of the Contract Documents and any referenced standard, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, or codes of any technical society, organization or association, or between Laws and Regulations, the higher performance requirement shall be binding on the Contractor, unless otherwise directed by the Engineer.

E. In accordance with the intent of the Contract Documents, the Contractor accepts the fact that compliance with the priority order specified shall not justify an increase in Contract Price or an extension in Contract Time nor limit in any way, the Contractor's responsibility to comply with all Laws and Regulations at all times.

1.06 ENCLOSURE TYPES

A. Unless otherwise specified electrical enclosures shall have the following ratings:

1. NEMA 1 for dry, non-process indoor above grade locations.

2. NEMA 3R for outdoor non-corrosive or hazardous areas.

3. NEMA 4X for outdoor locations, rooms below grade (including basements and buried vaults) and corrosive areas.

1.07 CODES, INSPECTION AND FEES

A. Equipment, materials and installation shall comply with the requirements of the local authority having jurisdiction.

B. Obtain all necessary permits and pay all fees required for permits and inspections.

1.08 TESTS AND SETTINGS

A. Test systems and equipment furnished under Division 16 and repair or replace all defective work and equipment. Refer to the individual equipment sections for additional specific testing requirements.

B. Make adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.

C. In addition to the specific testing requirements listed in the individual sections, the following minimum tests and settings shall be performed.

1. Mechanical inspection, testing and settings of circuit breakers, disconnect switches, protection relays, motor starters, overload relays, control circuits and equipment for proper operation.

2. Check the full load current draw of each motor. Where power factor correction capacitors are provided the capacitor shall be in the circuit at the time of the measurement. Check ampere rating of thermal overloads for motors and submit a typed record to the Engineer of the same, including MCC cubicle location and driven load designation, motor service factor, horsepower, and Code letter. If incorrect thermal overloads are installed replace same with the correct size overload.

3. Check power and control power fuse ratings. Replace fuses if they are found to be of the incorrect size.

4. Check settings of the motor circuit protectors. Adjust settings to lowest setting that will allow the motor to be started when under load conditions.

5. Check motor nameplates for correct phase and voltage. Check bearings for proper lubrication.

6. Check rotation of motors prior to testing the driven load. Disconnect the driven equipment if damage could occur due to wrong rotation. If the rotation is for the driven equipment is not correct, disconnect the motor lead connections at the motor terminal box and reconnect for proper rotation.

7. Check interlocking, control and instrument wiring for each system and/or part of a system to prove that the system will function properly as indicated by control schematic and wiring diagrams.

8. Inspect each piece of equipment in areas designated as HAZARDOUS to insure that equipment of proper rating is installed.

9. Verify all terminations at transformers, equipment, panels and enclosures by producing a 1, 2, 3 rotation on a phase sequenced motor when connected to "A," "B" and "C" phases.

10. Test the grounding system using the three point fall in potential method.

11. Test all 600 Volt wire insulation with a meg-ohm meter after installation. Make tests at not less than 500V. Submit a written test report of the results to the Engineer.

D. Testing shall be scheduled and coordinated with the Engineer at least two weeks in advance. Provide qualified test personnel, instruments and test equipment.

1.09 SIZE OF EQUIPMENT

A. Investigate each space in the structure through which equipment must pass to reach its final location. Coordinate shipping splits with the manufacturer to permit safe handling and passage through restricted areas in the structure.

B. The equipment shall be kept upright at all times during storage and handling. When equipment must be tilted for passage through restricted areas, brace the equipment to ensure that the tilting does not impair the functional integrity of the equipment.

SPECIFICATIONS CONTINUE ON E-12

CERTIFICATION:

STAMP & SIGNITURE

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FILE NAME: C:\USERS\MCGUGANWD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E011SPEC

AUTHOR: JAMES LIBBY

DRAFTER: DWAYNE CUNNINGHAM

SCALE: AS NOTED

PRINT DATE: 04-29-2016

SHEET TITLE:

ELECTRICAL SPECIFICATIONS I

SHEET:

E-11

1.10 RECORD DRAWINGS

A. As the work progresses, legibly record all field changes on a set of project contract drawings, hereinafter called the "record drawings."

B. Record drawings shall accurately show the installed condition of the following items:

1. One-line Diagram(s).

2. Conductor sizes and conduit fills.

3. Panel Schedule(s).

4. Control Wiring Diagram(s).

C. Submit a schedule of control wiring raceways and wire numbers, including the following information:

1. Circuit origin, destination and wire numbers.

2. Field wiring terminal strip names and numbers.

D. As an alternate, point-to-point connection diagrams showing the same information may be submitted in place of the schedule of control wiring raceways and wire numbers.

E. Submit the record drawings and the schedule of control wiring raceways and wire numbers (or the point-to-point connection diagram) to the Engineer.

1.11 EQUIPMENT INTERCONNECTIONS

A. Review shop drawings of equipment furnished under other Divisions of this Specification and prepare coordinated wiring interconnection diagrams or wiring tables. Submit copies of wiring diagrams or tables with Record Drawings.

B. Furnish and install all equipment interconnections.

1.12 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be new.

B. Material and equipment of the same type shall be the product of one manufacturer and shall be UL listed.

C. Warrant all equipment furnished under Division 16 in accordance with Section 01740. Refer to individual equipment Sections for additional warranty items.

1.13 EQUIPMENT IDENTIFICATION

A. Identify equipment (disconnect switches, separately mounted motor starters, control stations, etc.) furnished under Division 16 with the name of the equipment it serves. Motor control centers, control panels, panelboards, switchboards, switchgear, junction or terminal boxes, transfer switches, etc., shall have nameplate designations as shown on the Drawings.

B. Nameplates shall be engraved, laminated plastic, not less than 1/16-in thick by 3/4-in by 2-1/2-in with 3/16-in high white letters on a black background.

C. Nameplates shall be screw mounted to NEMA 1 enclosures. Nameplates shall be bonded to all other enclosure types using an epoxy or similar permanent waterproof adhesive. Two sided foam adhesive tape is not acceptable. Where the equipment size does not have space for mounting a nameplate the nameplate shall be permanently fastened to the adjacent mounting surface.

1.14 DEMOLITION

A. Survey the existing electrical systems and equipment identified for removal with representatives from the other trades prior to performing any demolition work. Identify all conduit and equipment to be removed with tags or paint.

B. Where a piece of equipment is to be removed all associated ancillary components (e.g., solenoid valves, pressure switches, etc) and associated wiring and conduit shall also be removed.

C. Equipment, building or structures scheduled for complete demolition shall be made safe from electrical shock hazard prior to demolition. Disconnect all electrical power, communications, alarm and signal system.

D. Equipment scheduled to be turned over to the Owner shall be carefully disconnected, removed and delivered to the Owner at a location within 50 miles of the existing site. Provide labor, hoisting and transportation of the equipment. All other miscellaneous electrical materials, devices, etc, associated with the equipment being turned over shall be demolished and removed from the site. The following equipment shall be turned over to the Owner:

1. Existing SF-5 VFD.

E. Remove electrical work associated with equipment scheduled for demolition except those portions indicated to remain or be reused.

F. Unless otherwise specifically noted, remove unused exposed conduit and support systems back to point of concealment including abandoned conduit above accessible ceiling finishes. Remove unused wiring back to source (or nearest point of usage).

G. Disconnect and remove abandoned panelboards, disconnect switches, control stations, distribution equipment, etc.

H. Repair adjacent construction and finishes damaged during demolition and extension work.

I. Where electrical systems pass through the demolition areas to serve other portions of the premises, they shall remain or be suitably relocated and the system restored to normal operation.

J. Coordinate electrical power outages to the electrical systems and equipment with the Owner. Where duration of proposed outage cannot be allowed by the Owner (24 hour duration maximum), phase the retrofit work to allow the system or equipment to be re-connected to the electrical power system within the time frame allowed by the Owner or provide temporary power connections as required to maintain service to the systems or equipment. The temporary power can be from a generator or another part of the facility not affected by the outage provided there is sufficient spare capacity.

K. Continuous service is required on all circuits and outlets affected by these changes, except where the Owner will permit an outage for a specific time. Obtain Owner's consent before removing any circuit from continuous service.

L. The electrical and process equipment to be removed or relocated under this contract has been identified on the Drawings. The removal and or relocation of existing conduit, wire and equipment have not been detailed on the Drawings. Survey the affected equipment and building areas before submitting bid proposal.

M. Trace out existing wiring that is to be relocated, or removed and perform the relocation or removal work as required for a complete operating and safe system.

N. Remove exposed conduits, wireways, outlet boxes, pull boxes and hangers made obsolete by the alterations, unless specifically designated to remain. Patch surfaces and provide blank covers for abandoned outlets which are removed.

O. All equipment, materials, controls, motor starters, branch and feeder breakers, panelboards, transformers, wiring, raceways, etc, furnished and installed to temporarily keep circuits energized shall be removed when the permanent installation is fully operational.

1.15 DISPOSITION OF REMOVED MATERIALS AND EQUIPMENT

A. It is intended that material and equipment indicated to be removed and disposed of by the Contractor shall, upon removal, become the Contractor's property and shall be disposed of off the site by the Contractor, unless otherwise directed by the Owner. A receipt showing acceptable disposal of any legally regulated materials or equipment shall be given to the Owner.

B. PCBs, mercury and PCB/mercury contaminated equipment shall be removed, packaged, shipped and disposed of in accordance with all State and Federal regulations. Obtain the services of a firm licensed and regularly engaged in the removal of PCBs and PCB contaminated equipment. The firm shall be licensed in the State or States in which the contaminated material is handled, shipped and disposed. Pay all fees associated with the removal of the contaminated material and equipment and provide documentation showing acceptable disposal.

C. Should the Contractor discover PCB or mercury contaminated equipment that was not identified; they shall cease work on or about the equipment and notify the Engineer immediately. The Contractor shall then proceed with the work as directed by the Engineer.

1.16 INTERPRETATION OF DRAWINGS

A. Unless specifically stated to the contrary, the Drawings are not intended to show exact locations of conduit runs. Coordinate the conduit installation with other trades and the actual supplied equipment.

B. Install each 3 phase circuit in a separate conduit, unless otherwise shown on the Drawings.

C. Unless otherwise approved by the Engineer, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.

D. Where circuits are shown as "home-runs" all necessary fittings and boxes shall be provided for a complete raceway installation. Where home-runs indicate conduit is to be installed concealed or exposed the entire branch circuit shall be installed in the same manner. Unless otherwise indicated install branch circuit conduits exposed in process/industrial type spaces and concealed in finished spaces.

E. Except where dimensions are shown, the locations of equipment, fixtures, outlets and similar devices shown on the Drawings are approximate only. Exact locations shall be determined by the Contractor and approved by the Engineer during construction. Obtain information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.

F. Circuit layouts are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting and other electrical systems shown.

G. Redesign of electrical or mechanical work, which is required due to the Contractor's use of an alternate item, arrangement of equipment and/or layout other than specified herein, shall be done by the Contractor at his/her own expense. Redesign and detailed plans shall be submitted to the Engineer for approval. No additional compensation will be provided for changes in the work, either his/her own or others, caused by such redesign.

H. Raceways and conductors for low voltage (120 Volts) thermostats controlling HVAC unit heaters, exhaust fans and similar equipment are not shown on the Drawings. Provide raceways and conductors between the thermostats, the HVAC equipment and the motor starters for a complete and operating system. Raceways shall be installed concealed in all finished space and may be installed concealed or exposed in process spaces. Refer to the HVAC Drawings for the locations of the thermostats.

I. Raceways and conductors for the fire alarm, sound and page party systems are not shown on the Drawings. Provide raceways and conductors as required by the system manufacturer for a complete and operating system. Raceways shall be installed concealed in all finished spaces and may be installed exposed or conducted in process spaces.

J. It is the intent of these Specifications that the Electrical Systems shall be suitable in every way for the service required. All materials and all work that may be implied as being incidental to the work of this Section shall be furnished at no additional cost to the Owner.

K. Raceways and conductors for lighting, switches, receptacles and other miscellaneous low voltage power and signal systems as specified are not shown on the Drawings. Raceways and conductors shall be provided as required for a complete and operating system. Homeruns, as shown on the Drawings, are to assist the Contractor in identifying raceways to be run exposed and raceways to be run concealed. Raceways shall be installed concealed in all finished spaces and may be installed exposed or concealed in all process spaces. Raceways installed exposed shall be near the ceiling or along walls of the areas through which they pass and shall be routed to avoid conflicts with HVAC ducts, cranes hoists, monorails, equipment hatches, doors, windows, etc. Raceways installed concealed shall be run in the center of concrete floor slabs, above suspended ceilings, or in partitions as required.

SPECIFICATIONS CONTINUE ON E-13

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT NO: 201656

WORK ORDER NO: 201656

FILE NAME: C:\USERS\MCGUGANWED\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E013SPEC

AUTHOR: JAMES LIBBY

DRAFTER: DWAYNE CUNNINGHAM

SCALE: AS NOTED

PRINT DATE: 04-29-2016

SHEET TITLE:

ELECTRICAL SPECIFICATIONS II

SHEET:

E-12

1.17 SEISMIC RESTRAINTS

A. Seismic restraints shall be provided for all electrical systems including but not limited to conduits, busways, cable trays, pull boxes, free standing or wall mounted panels and cabinets, motor control centers, switchboards, switchgear, transformers, disconnect switches, individually mounted motor starters, variable frequency drives, power factor correction capacitors, lighting fixtures, emergency battery units, and other similar electrical equipment installed under Division 16.

B. Use seismic criteria, Tables and standard restraint details found in the latest edition of the SMACNA Seismic Retraining Manual for the seismic restraints. The restraints shall be selected from the Tables that represent the highest seismic hazard class or level possible within the State, Commonwealth or District in which the project resides. Where materials other than steel are specified, members of equal strength to those in the standards shall be provided.

C. Materials of construction for seismic restraints shall be same as those specified for the equipment supports and area classifications. However, all bolts shall be stainless steel regardless of the locations.

PART 2 PRODUCTS

2.01 CONDUITS AND FITTING

A. Rigid Steel Conduit:

1. Rigid steel conduit interior and exterior shall be hot-dipped galvanized and be as manufactured by the Allied Tube and Conduit Corp.; Wheatland Tube Co.; Western Tube & Conduit Corporation, or equal.

B. Liquidtight Flexible Metal Conduit, Couplings and Fittings:

1. Liquidtight flexible metal conduit shall be Sealtite, Type UA, manufactured by the Anaconda Metal Hose Div.; Anaconda American Brass Co.; American Flexible Conduit Co., Inc.; Universal Metal Hose Co., or equal.

2. Fittings used with liquidtight flexible metal conduit shall be of the screw-in type as manufactured by the Thomas & Betts Co.; Crouse-Hinds Co., or equal.

C. Flexible Couplings:

1. Flexible couplings shall be type ECGJH as manufactured by the Crouse-Hinds Co.; Appleton Electric Co.; Killark Electric Manufacturing Co., or equal.

D. Boxes and Fittings:

1. Pressed steel switch and outlet boxes shall be hot-dipped galvanized as manufactured by the Raco Manufacturing Co.; Adalet Co.; O.Z. Manufacturing Co., or equal.

2. For use in NEMA 1 areas, terminal boxes, junction boxes, pull boxes etc., shall be galvanized sheet steel with continuously welded seams. Box bodies shall be flanged and shall not have holes or knockouts. Box bodies shall not be less than 14 gauge metal and covers shall not be less than 12 gauge metal. Covers shall be gasketed and fastened with stainless steel screws. Terminal boxes shall be furnished with hinged doors, terminal mounting straps and brackets. Terminal blocks shall be NEMA type, not less than 20 Amps, 600 Volt. Boxes shall be as manufactured by Hoffman Engineering Co.; Lee Products Co.; Keystone/Rees, Inc., or equal.

3. NEMA 4X terminal boxes, junction boxes and pull boxes shall be fiberglass reinforced plastic with stainless steel hardware and covers having a continuous gasket on all four sides. Terminal boxes shall be furnished with hinged doors, terminal mounting straps and brackets. Terminal blocks shall be NEMA type, not less than 20 Amps, 600 Volt. Boxes shall be as manufactured by Hoffman Engineering Co.; Lee Products Co.; Keystone/Rees, Inc., or equal.

4. Cast or malleable iron device boxes shall be Type FD. All cast or malleable iron boxes and fittings shall have cadmium-zinc finish with cast covers and stainless steel screws as manufactured by the Crouse-Hinds Co., or equal.

5. Steel elbows and couplings shall be hot-dipped galvanized. Elbows and couplings used with PVC coated conduit shall be furnished with a PVC coating bonded to the steel, the same thickness as used on the coated steel conduit.

6. Conduit hubs shall be as manufactured by Myers Electric Products, Inc. or equal.

7. Conduit wall and floor seals for sleeved openings shall be type CSMI as manufactured by the O.Z./Gedney Co.; or equal.

8. Conduit sealing bushings shall be O.Z./Gedney Type CSB or equal.

9. Combination expansion-deflection fittings installed exposed shall be Type XD as manufactured by Crouse-Hinds Co.; Type AXDX as manufactured by O.Z./Gedney Co. Type DF as manufactured by Appleton Electric Co., or equal.

E. Conduit Mounting Equipment:

1. In dry indoor areas, hangers, rods, back plates, beam clamps, channel, etc. shall be galvanized iron or steel.

2. PVC coated steel channel with stainless steel hardware shall be used in areas designated "WET" and "CORROSIVE" on the Drawings and in outdoor locations. Fiberglass channel shall be resistant to the chemicals present in the area in which it is used.

F. Wall and Floor Slab Opening Seals:

1. Wall and floor slab openings shall be sealed with "FLAME-SAFE" as manufactured by the Thomas & Betts Corp.; Pro Set Systems; Neer Mfg. Co.; Specified Technologies, Inc., or equal.

G. Cold Galvanizing Compound:

1. Cold galvanizing compound shall be as manufactured by ZRC Products Company, a division of Norfolk Corp., or equal.

2.02 WIRE, CABLE AND ACCESSORIES

A. Wires and cables shall be of annealed, 98 percent conductivity, soft drawn copper.

B. All conductors shall be stranded, except that lighting and receptacle wiring may be solid.

C. Except for control, signal, and instrumentation circuits, wire smaller than No. 12 AWG shall not be used.

D. Wire for lighting, receptacles and other circuits not exceeding 150 Volts to ground shall be NEC Type THHN/THWN as manufactured by Okonite Co.; Southwire Co.; Pirelli Corp., or equal.

E. Wire for circuits over 150 Volts to ground shall be NEC type XHHW-2 for sizes up to No. 4/0 AWG and Type RHW-2 for sizes greater than No. 4/0 AWG as manufactured by Okonite Co.; Southwire Co., or equal.

F. Wire for control, status and alarm circuits shall be No.14 AWG NEC type THHN/THWN, stranded as manufactured by the Okonite Co.; Carol Cable Co. Inc. West; Pirelli Cable Corp., or equal.

G. Multi-conductor control and power cables shall have stranded conductors with type THHN/THWN insulated, nylon conductor covering, and an overall PVC jacket covering the individual wires. Cable shall be TC rated meeting UL 1277 and IEEE 383 Standards. Cable shall be flame resistant, non-propagating and suitable for installation in a Class I, Division II hazardous location and for direct burial in earth. Power and control cables shall be furnished with a green ground conductor. Power cables shall be furnished with a white neutral conductor where required to serve phase to neutral loads. Cable shall be as manufactured by the Okonite Co.; Southwire Co.; General Cable Co., or equal.

H. Splices for power wiring shall be compression type connectors insulated with a heat shrink boot or outer covering and epoxy filling. Splice kits shall be as manufactured by Raychem; Ideal Industries; 3M Co., or equal.

I. Motor connections shall be ring type mechanical compression terminations installed on the branch circuit wires and the motor leads and secured with bolt, nut and spring washer. Connections shall be insulated with a Raychem Type RVC, roll-on stub insulator, or equal.

J. Termination connectors for control wiring shall be of the locking fork-end (upturned leg ends) type as manufactured by Ideal Industries; 3M Co.; Panduit Corp. or equal.

K. Splices for control wiring shall be insulated compression type connectors of the expanded vinyl insulated parallel or pigtail type as manufactured by Ideal Industries; 3M Co.; Panduit Corp,. or equal.

L. Termination connectors for shielded instrumentation wiring shall be of the locking fork-end (upturned leg ends) type as manufactured by Ideal Industries; 3M Co.; Panduit Corp., or equal.

M. Wire markers shall be "Omni-Grip" as manufactured by the W.H. Brady Co.; Thomas & Betts Co.; 3M Co., or equal.

N. Wire and cables with diameters exceeding the capacity of the "Omni-Grip" shall be marked with pre-printed, self-adhesive vinyl tapes as manufactured by the W.H. Brady Co.; Panduit Corp., or equal.

2.03 MISCELLANEOUS EQUIPMENT

A. Disconnect Switches:

1. Disconnect switches shall be heavy-duty, quick-make, quick-break, visible blades, 600 Volt, 3 Pole with full cover interlock, interlock defeat and flange mounted operating handle.

2. NEMA 4X enclosures shall be stainless steel.

3. Switches shall be as manufactured by the Square D Co.; Cutler Hammer Co.; General Electric Company; Siemens Company, or equal.

B. Control Stations:

1. Control stations shall be heavy-duty type, with full size operators. Momentary contact stop buttons shall have a lockout latch that can be padlocked in the open position.

2. NEMA 4X enclosures shall be stainless steel.

3. Control stations shall be Square D Class 9001; Cutler Hammer Co.; General Electric Company; Allen Bradley Company, or equal.

C. Control Relays:

1. Control relays shall be heavy duty machine tool type, with 10 Amps, 300 Volt convertible contacts. Number of contacts and coil voltage shall be as shown on the Drawings. General use relays shall be General Electric Co., Catalog No. CR120B or equal by Square D Co. or Allen-Bradley Co. Latching relays shall be General Electric Co., CR120BL, equal by Square D Co., or Allen-Bradley Co.

2. Time delay relays shall be pneumatic, 600 Volt, 20 Amp contacts, with calibrated knob operated adjustment. On delay and off delay types and timing ranges shall be as shown on the Drawings. Relays shall be Agastat, Model 7012 or 7022, or equal.

D. Equipment Mounting Stands:

1. Equipment mounting stands shall be custom fabricated from 1/4-inch steel plate and 4-inch steel channel, as shown on the Drawings.

2. Hot dip galvanizing shall conform to the requirements of Division 5.

2.04 GROUNDING

A. Grounding conduit hubs shall be malleable iron type similar to Thomas & Betts Co.; Cat No. 3940 (3/4-in conduit size) by Burndy; O.Z./Gedney Co., or equal, and of the correct size for the conduit.

B. Waterpipe ground clamps shall be cast bronze saddle type, similar to Thomas & Betts Co. Cat. No. 2 (1/2-in, 3/4-in, or 1-in size) or equal by Burndy; O.Z./Gedney Co. or equal, and of the correct size for the pipe.

C. Buried grounding connections shall be by Cadweld process, or equal exothermic welding system.

D. Bare copper ground wire shall be stranded, annealed copper wire conforming to ASTM B 3.

SPECIFICATIONS CONTINUE ON E-14

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

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PROJECT:

Stamford Kitchen
Air Balancing

Stamford Campus
Washington Boulevard
and Broad Street
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PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\USERS\MCGUGANWED\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E013SPEC
AUTHOR: JAMES LIBBY
DRAFTER: DWAYNE CUNNINGHAM
SCALE: AS NOTED
PRINT DATE: 04-29-2016
SHEET TITLE: ELECTRICAL SPECIFICATIONS III
SHEET: E-13

PART 3 EXECUTION

3.01 SLEEVES AND FORMS FOR OPENINGS

A. Provide and place all sleeves for conduits penetrating floors, walls, partitions, etc. Locate all necessary slots for electrical work and form before concrete is poured.

B. Exact locations are required for stubbing-up and terminating concealed conduit. Obtain shop drawings and templates from equipment vendors or other subcontractors and locate the concealed conduit before the floor slab is poured.

C. Where setting drawings are not available in time to avoid delay in scheduled floor slab pours, the Engineer may allow the installations of such conduit to be exposed. Requests for this deviation shall be submitted in writing. No additional compensation for such change will be allowed.

D. Seal all openings, sleeves, penetrations, and slots.

3.02 CUTTING AND PATCHING

A. Cutting and patching shall be done in a thoroughly workmanlike manner and be in compliance with modifications and repair to concrete as specified in Section 03740. Saw cut concrete and masonry prior to breaking out sections.

B. Core drill holes in concrete floors and walls as required.

C. Install work at such time as to require the minimum amount of cutting and patching.

D. Do not cut joists, beams, girders, columns or any other structural members.

E. Cut opening only large enough to allow easy installation of the conduit.

F. Patching to be of the same kind and quality of material as was removed.

G. The completed patching work shall restore the surface to its original appearance or better.

H. Patching of waterproofed surfaces shall render the area of the patching completely waterproofed.

I. Remove rubble and excess patching materials from the premises.

J. When existing conduits are cut at the floor line of wall line, they shall be filled with grout of suitable patching material.

3.03 INSTALLATION

A. Any work not installed according to the Specifications shall be subject to change as directed by the Engineer. No extra compensation will be allowed for making these changes.

B. Electrical equipment shall be protected at all times against mechanical injury or damage by water. Electrical equipment shall not be stored outdoors. Electrical equipment shall be stored in dry permanent shelters. Do not install electrical equipment in its permanent location until structures are weather-tight. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and tested as directed by the Engineer, or shall be replaced at no additional cost at the Engineer's discretion.

C. Equipment that has been damaged shall be replaced or repaired by the equipment manufacturer, at the Engineer's discretion.

D. Repaint any damage to factory applied paint finish using touch-up paint furnished by the equipment manufacturer. The entire damaged panel or Section shall be repainted per the field painting specifications in Section 09902, at no additional cost to the Owner.

E. Coordinate the conduit installation with other trades and the actual supplied equipment.

F. Install each 3 phase circuit in separate conduit.

G. Unless otherwise approved by the Engineer, conduit installed interior to the building shall be installed exposed; conduit installed exterior to the building shall be concealed.

H. Exact locations of electrical equipment shall be determined by the Contractor and approved by the Engineer during construction. Obtain information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.

3.04 MANUFACTURERS SERVICE

A. Provide manufacturer's services for testing and start-up and training of the following equipment:

1. Variable Frequency Drives: (1 day minimum).

B. Testing and startup shall not be combined with training. Testing and start-up time shall not be used for manufacturer's warranty repairs.

3.05 CONDUIT, BOXES, AND FITTINGS

A. Except where otherwise specified, all wiring within structures shall be in rigid steel conduit.

B. Aluminum conduit shall be used for exposed conduit runs outdoors, in areas designated as "WET" or "Class 1, Div. 1."

C. All boxes shall be metal.

D. Exposed switch, receptacle and lighting outlet boxes and conduit fittings shall be cast or malleable iron, except that cast aluminum shall be used with aluminum conduit.

E. Terminal boxes, junction boxes and pull boxes shall have NEMA ratings suitable for the location in which they are installed.

F. Conduit wall seals shall be used where underground conduits penetrate walls.

G. Conduit sealing bushings shall be used to seal conduit ends exposed to the weather.

H. No conduit smaller than 3/4-in electrical trade size shall be used, nor shall any have more than the equivalent of three 90 degree bends in any one run. Pull boxes shall be provided as required or directed.

I. No wire shall be pulled until the conduit system is complete in all details.

J. The ends of all conduits shall be tightly plugged to exclude dust and moisture during construction.

K. Conduit supports, other than for underground raceways, shall be spaced at intervals of 8-ft or less.

L. Conduit hangers shall be attached to structural steel by means of beam or channel clamps. Where attached to concrete surfaces, concrete inserts of the spot type shall be provided.

M. All conduits shall be run at right angles to and parallel with the surrounding wall and shall conform to the form of the ceiling. No diagonal runs will be allowed. Bends in parallel conduit runs shall be concentric. All conduits shall be run perfectly straight and true.

N. Conduit terminating in pressed steel boxes shall have double locknuts and insulated bushings.

O. Conduit terminating in NEMA 3R, 4, 4X and 12 enclosures shall be terminated with Myers type conduit hubs.

P. Conduits containing equipment grounding conductors and terminating in sheet steel boxes shall have insulated throat grounding bushings.

Q. Conduits shall be installed using threaded fittings.

R. Liquidtight flexible metal conduit shall be used for all motor terminations, the primary and secondary of transformers, generator terminations and other equipment where vibration is present.

S. Flexible couplings shall be used in hazardous locations for all motor terminations and other equipment where vibration is present.

T. Aluminum fittings and boxes shall be used with aluminum conduit. Aluminum conduit shall not be imbedded in concrete. Aluminum conduit shall be isolated from other metals with plastic sleeves or plastic-coated hangers. Strap wrenches shall be used for tightening aluminum conduit.

U. Where conduits pass through openings in walls or floor slabs, the remaining openings shall be sealed against the passage of flame and smoke.

V. Conduit ends exposed to the weather shall be sealed with conduit sealing bushings.

W. All conduit entering or leaving a motor control center, switchboard or other multiple compartment enclosure shall be stubbed up into the bottom horizontal wireway or other manufacturer designated area, directly below the vertical section in which the conductors are to be terminated.

X. All conduit which may under any circumstance contain liquids such as water, condensation, liquid chemicals, etc., shall be arranged to drain away from the equipment served. If conduit drainage is not possible, conduit seals shall be used to plug the conduits.

Y. Where no type or size is indicated for junction boxes, pull boxes or terminal cabinets, they shall be sized in accordance with the requirements of N.E.C. Article 370.

Z. Miscellaneous steel for the support of fixtures, boxes, transformers, starters, contactors, panels and conduit shall be furnished and installed.

AA. Steel channels, flat iron and channel iron shall be furnished and installed for the support of all electrical equipment and devices, where required, including all anchors, inserts, bolts, nuts, washers, etc. for a rigid installation.

BB. Conduits passing from heated to unheated spaces, exterior spaces, refrigerated spaces, cold air plenums, etc., shall be sealed with "Duxseal" as manufactured by Manville or seal fitting to prevent the accumulation of condensation.

CC. Rigid galvanized steel conduits which have been field cut and threaded shall be painted with cold galvanizing compounds.

DD. Conduit expansion and deflection fittings shall be installed on all conduits crossing building expansion joint. Where conduits are installed outdoors provide expansion and deflection fittings on all conduits crossing expansion joints or at 200 foot intervals whichever is the least dimension.

3.06 WIRE, CABLE AND ACCESSORIES

A. Uniquely identify all wires, cables and each conductor of multi-conductor cables (except lighting and receptacle wiring) at each end with wire and cable markers.

B. Use lubrications to facilitate wire pulling. Lubricants shall be UL approved for use with the insulation specified.

C. All wire shall be color coded or coded using electrical tape in sizes where colored insulation is not available. Where tape is used as the identification system, it shall be applied in all junction boxes and other accessible intermediate locations, as well as at each termination.

D. The following coding shall be used:

SystemWireColor208Y/120, VoltsNeutralWhite3-Phase, 4-WirePhase ABlackPhase BRedPhase CBlue480Y/277 VoltsNeutralWhite3-Phase, 4-WirePhase ABrownPhase BOrangePhase CYellowE. Power conductors: Terminations shall be die type or set screw type pressure connectors as specified. Splices (where allowed) shall be die type compression connector and waterproof with heat shrink boot or epoxy filling. Aluminum conductors (where specified) shall employ terminations and splices specifically designed for aluminum conductors.

F. Control Conductors: Termination on saddle-type terminals shall be wired directly with a maximum of two conductors. Termination on screw type terminals shall be made with a maximum of two spade connectors. Splices (where allowed) shall be made with insulated compression type connectors.

G. Instrumentation Signal Conductors (including graphic panel, alarm, low and high level signals): terminations same as for control conductors. Splices allowed at instrumentation terminal boxes only.

H. Except where permitted by the Engineer no splices will be allowed in manholes, handholes or other below grade located boxes.

I. Splices shall not be made in push button control stations, control devices (i.e., pressure switches, flow switches, etc.), conduit bodies, etc.

SPECIFICATIONS CONTINUE ON E-15

CERTIFICATION:

STAMP & SIGNATURE

STATUS: 100% Design Submittal

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Stamford Kitchen Air Balancing

Stamford Campus
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PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\USERS\MCGUGAN\WD\DESKTOP_PROJECTS\UCONN - KITCHEN\ELECTRICAL PDFS\NEW FOLDER\E01SPEC
AUTHOR: JAMES LIBBY
DRAFTER: DWAYNE CUNNINGHAM
SCALE: AS NOTED
PRINT DATE: 04-29-2016
SHEET TITLE:

ELECTRICAL SPECIFICATIONS IV

SHEET:

E-14

A. Instrumentation cables shall be installed in rigid steel raceways as specified. All circuits shall be installed as twisted pairs or triads. In no case shall a circuit be made up using conductors from different pairs or triads. Triads shall be used wherever three wire circuits are required.

B. Terminal blocks shall be provided at all instrument cable junction and all circuits shall be identified at such junctions.

C. Shielded instrumentation wire, shall be run without splices between instruments, terminal boxes, or panels.

D. Shields shall be grounded as recommended by the instrument manufacturer and isolated at all other locations. Terminal blocks shall be provided for inter-connecting shield drain wires at all junction boxes. Where individual circuit shielding is required, each shield circuit shall be provided with its own block.

3.07 GROUNDING

A. Run grounding electrode conductors in rigid steel conduits. Bond the protecting conduits to the grounding electrode conductors at both ends. Do not allow water pipe connections to be painted. If the connections are painted, disassemble them and re-make them with new fittings.

B. Install equipment grounding conductors with all feeders and branch circuits.

C. Bond all steel building columns in new structures together with ground wire in rigid conduit and connect to the distribution equipment ground bus.

D. Ground wire connections to structural steel columns shall be made with long barrel type one-hole heavy duty copper compression lugs, bolted through 1/2-in maximum diameter holes drilled in the column web, with stainless steel hex head cap screws and nuts.

E. Metal conduits stubbed into a motor control center shall be terminated with insulated grounding bushings and connect to the motor control center ground bus. Bond boxes mounted below motor control centers to the motor control center ground bus. Size the grounding wire in accordance with NEC Table 250-95, except that a minimum No. 12 AWG shall be used.

F. Liquid tight flexible metal conduit in sizes 1-1/2-in and larger shall have bonding jumpers. Bonding jumpers shall be external, run parallel (not spiraled) and fastened with plastic tie wraps.

G. Ground transformer neutrals to the nearest available grounding electrode with a conductor sized in accordance with NEC Article 250-94.

H. Seal exposed connections between different metals with No-Oxide Paint Grade A or equal.

I. Lay all underground grounding conductors slack and, where exposed to mechanical injury, protect by pipes or other substantial guards. If guards are iron pipe, or other magnetic material, electrically connect conductors to both ends of the guard. Make connections as specified herein.

J. Care shall be taken to ensure good ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, jumper wires shall be installed.

K. All grounding type receptacles shall be grounded to the outlet boxes with a No. 12 THW green conductor connected to the ground terminal of the receptacle and fastened to the outlet box by means of a grounding screw.

L. Test the grounding system. Resistance to ground testing shall be performed during dry season. Submit test results in the form of a graph showing the number of points measured (12 minimum) and the numerical resistance to ground.

M. Testing shall be performed before energizing the distribution system.

N. Notify the Engineer immediately if the resistance to ground for any building or system is greater than five ohms.

SECTION 16720 FIRE ALARM SYSTEM

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, equipment, materials and testing in connection with the modifications of the Fire Alarm System as specified herein. Test the modified fire alarm system in accordance with the requirements of the Authority Having Jurisdiction.

B. Furnish and install new fire alarm devices (initiating) as indicated on the Drawings. All new devices shall be installed and programmed into the existing fire alarm control panel. All modifications necessary to the existing FACP shall be the full responsibility of the contractor.

C. Furnish and install a new graphic panel in the existing location based on the modified layout.

D. Provide updated battery calculations and additional capacity (if necessary) based on devices.

E. The fire alarm protection system shall be checked by the Fire Marshall during design and upon completion of the installation. Assume full responsibility for the correctness of the installation and make any and all corrections and additions deemed necessary by the fire authority. Pay for all costs of the inspection and any subsequent re-inspections as required.

F. Coordinate with the local Fire Department to assure that all Federal, State and local requirements are met.

G. The fire alarm system design shall be in accordance with the applicable local building codes and the Americans With Disabilities Act (ADA). Where the local codes are silent on an issue, the design shall be in accordance with NFPA 101. The application, installation, performance and maintenance of the fire alarm system and its components shall be in accordance with NFPA 72.

H. The design and installation of all wiring, cable and equipment shall be in accordance with NFPA 70, and specifically with Article 760, Article 770 and Article 800.

I. Provide all the documentation indicated in NFPA 72, Sections 10.18 (Documentation) and 14.6 (Records). The documentation and permanent records shall include but not be limited to written statement by the Contractor indicating the system has been installed and tested in accordance with applicable documents; certificate of completion; installation instructions and after successful completion of acceptable test satisfactory to the Authority having jurisdiction; a set of reproducible as-built installation drawings; operation and maintenance manuals and a written sequence of operation.

J. Duct smoke detectors will be installed in the HVAC ductwork where required by NFPA 101. The duct smoke detectors will be wired back to the Building Management System to shut down HVAC system when in alarm and shall be wired back to the FACP via an individual addressable module (IAM) for alarm notification.

1.02 RELATED WORK

A. Duct mounted smoke detectors and fan shutdown controls are furnished and installed under Division 15.

B. Electrical boxes, fittings, and raceway systems are included in Section 16020.

C. Electrical wire and cable not specified herein is included in Section 16020.

1.03 SUBMITTALS

A. Submit the following:

1. Shop drawings for each Fire Alarm Control Panel and its associated detectors, alarms, inputs and outputs. Each set of Fire Alarm Control Panel shop drawings shall include:

   a. Manufacturer's equipment data sheets including sufficient data to indicate compliance with the specifications and component identification tag number, when applicable. Show physical dimensions, mounting and installation details and wiring connections. Indicate all options, special features and deviations from this Section.

   b. Bill of materials for each fire alarm panel listing all modules by quantity and part number.

   c. Listing of every input/output point address for each panel.

   d. Internal point-to-point wiring diagram for each panel showing interconnections between modules.

   e. Standby battery calculations.

   f. External loop interconnection wiring diagram for each initiating and notification circuit, including interlock wiring to building management system. Loop diagrams shall indicate the origin of the loop at the control panel and include all external devices connected to the loop. Identify external devices by room number or location and type. Show all terminal numbers and color coding for wiring.

2. Product Data for all components listed in each Fire Alarm Control Panel bill of materials and for all detectors, alarms, contact monitor modules and output relays shown on the riser diagrams. Product data sheets shall include the manufacturer's name and catalog number for each item, the manufacturer's descriptive literature and catalog cuts and power supply requirements.

3. Manufacturer's Instructions

4. Sequence of operations Matrix.

5. Inspection, testing, and maintenance program in accordance with NFPA 72 chapter 10 and equipment manufacturer's published instructions.

B. Provide the following submittals:

1. Test reports.

2. O&M manuals.

3. Training materials.

4. List of recommended spare parts.

5. Record documents.

C. Prior to submitting shop drawings, the Contractor shall arrange a pre-submittal meeting, time and place acceptable to all parties, between the manufacturer's representative, the Engineer, the Local Authority Having Jurisdiction, and the Owner. The purpose of the meeting is to answer any questions which the manufacturer and Contractor may have to clarify specification requirements and to establish the formal submittal procedures for shop drawings in order to permit expeditious review and acceptance. Copies of a preliminary submittal shall be distributed to all parties no later than two weeks before the meeting.

PART 2 PRODUCTS

2.01 SYSTEM DEVICES

B. Contact Input Monitor Modules: Provide addressable contact input monitor modules to supervise and monitor the status of non_addressable, normally open, contact shorting type devices. Wiring to the device(s) being monitored shall be Class A supervised (NFPA_72A Style D). Zone status (normal, alarm, trouble) shall be transmitted to the FACP. Contact input modules shall include a mounting plate for installation in a junction box. Provide a junction box suitable for the area classification indicated.

C. Addressable Relay Output Modules: Provide addressable control relay output modules to permit hard wired control capability from the communications loop. Relay contacts shall be DPDT, rated 2 Amps at 28 VDC, 0.6 Amps at 120 VAC. Provide suppressors for inductive loads. Relays shall be supervised for trouble conditions (open, short, device missing/failed) at the FACP. Each relay shall operate according to the control program resident in the FACP. Relay output modules shall include a mounting plate for installation in a junction box. Provide a junction box suitable for the area classification indicated.

SPECIFICATIONS CONTINUE ON E-16

CERTIFICATION:

STAMP & SIGNITURE

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PROJECT:

Stamford Kitchen
Air Balancing

Stamford Campus
Washington Boulevard
and Broad Street
Stamford CT. 06902

PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CDMXM\MCGUGANWD\D2106594\EH11SPEC

AUTHOR: JAMES LIBBY
DRAFTER: DWAYNE CUNNINGHAM
SCALE: AS NOTED
PRINT DATE: 04-29-2016

SHEET TITLE:
ELECTRICAL SPECIFICATIONS V

SHEET:
E-15

PART 3 EXECUTION

3.01 PERFORMANCE TESTING

B. Perform a performance test on the completed Fire Alarm System in conjunction with the performance testing outlined in this Section and in accordance with NFPA 72, Chapter 7, in the presence of the Owner, the Owner's representative and the authority having jurisdiction. Performance testing shall precede Quarterly Testing.

C. Perform testing in accordance with Fire Department regulations. This testing shall demonstrate to the Fire Department and other Local Authorities having jurisdiction that the installed Fire Alarm System has the ability to perform as expected.

D. The service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment shall be provided to technically supervise and participate during all of the adjustments and tests for the system. All testing shall be in accordance with NFPA 72, Chapter 7.

E. Test Procedures

1. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.

2. Turn on the 120 VAC power supplies to the existing Fire Alarm Control Panel being tested.

3. Clear all trouble and alarm lights. The alarm indicating appliances shall not be disabled during the tests.

4. Open initiating device circuits and verify that the trouble signal actuates.

5. Open and short signaling line circuits and verify that the trouble signal actuates.

6. Open and short notification appliance circuits and verify that trouble signal actuates.

7. Ground all circuits and verify response of trouble signals.

8. Check presence and audibility of tone at all alarm notification devices.

   a. Check installation, supervision, and operation of all smoke detectors using the walk test.

   b. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.

      1) Test all smoke detector inputs by introducing smoke into the air near each detector.

      2) Test all manual pull station inputs by operating each pull station.

      3) During the testing of the alarm initiating devices, verify that all alarm indicating appliances are functioning properly.

         a) Test the operation of each addressable relay output module by verifying the opening or closing of the interlock contact.

         b) Test all trouble lights by simulating the appropriate trouble condition.

         c) Test the full output capacity of the audio amplifier(s).

         d) Sound pressure levels shall be measured by the Contractor in the field with sound level meter according to NFPA 72, Article 10.4.2.2, measured five feet above the floor in the occupied area, using the A-weighted scale (dBA). Horns shall be adjusted accordingly to comply with sound pressure requirements in Paragraph 2.11A.1.

3.02 ADDITIONAL INSPECTION AND TESTING

A. Perform NFPA monthly, quarterly, semiannual, and annual visual inspection in accordance with NFPA 72 chapter 10.

B. Perform NFPA monthly, quarterly, semiannual, and annual testing in accordance with NFPA 72 chapter 10.

C. A record of the visual inspection and testing in accordance with NFPA 72 chapter 10 shall be completed and provided to the owner and fire department.

3.03 CLEANING AND ADJUSTING

A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Clean unit internally using methods and materials recommended by manufacturer.

B. Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound levels and adjusting controls and sensitivities to suit actual occupied conditions. Provide up to three visits to the site for this purpose.

END OF SECTION

CERTIFICATION:

STAMP & SIGNITURE

STATUS: 100% Design Submittal

CDM Smith
111 Founders Plaza
East Hartford, CT 06108
Tel: (860) 529-7615

REVISIONS:

MARK	DATE	DESCRIPTION
		--

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PROJECT:

Stamford Kitchen
Air Balancing

Stamford Campus
Washington Boulevard
and Broad Street
Stamford CT. 06902

PROJECT NO: 201656
WORK ORDER NO: 201656
FILE NAME: C:\CDMXM\MCGUGANWD\D2106594\EH11SPEC

AUTHOR: JAMES LIBBY
DRAFTER: DWAYNE CUNNINGHAM
SCALE: AS NOTED
PRINT DATE: 04-29-2016
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ELECTRICAL SPECIFICATIONS VI

SHEET:

E-16