LEGAL NOTICE
REQUEST FOR PROPOSALS
MANCHESTER PUBLIC SCHOOLS
TOWN OF MANCHESTER, CONNECTICUT

Manchester Public Schools will receive proposals in the Office of the Assistant Superintendent, Finance and Management, 45 North School Street, Manchester, Connecticut 06042 on the date and time listed below for the following:

RFP #016-001 Egress Windows, Washington Elementary School
94 Cedar Street, Manchester, CT 06040

Proposals will be accepted until Monday, July 27, 2015, at 1:30 p.m.

A mandatory site visit is scheduled for Monday, July 20, 2015, at 10:00am at Washington Elementary School, 94 Cedar St, Manchester CT 06040

The right is reserved to reject any and all proposals. Specifications and forms are available on our website www.mpspride.org or in the office of the Assistant Superintendent for Finance and Management, 45 North School Street, Manchester, Connecticut 06042 during regular office hours between 8:00 a.m. and 4:00 p.m. or by calling (860) 647-3445.

Manchester Public Schools is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Patricia F. Brooks
Manchester Public Schools
Assistant Superintendent
Finance and Management

INSTRUCTIONS TO PROPOSERS

These instructions are standard for all request for proposals issued by Manchester Public Schools, Manchester, CT, where a vendor is to furnish professional services, labor, materials and/or necessary equipment to complete a proposal as outlined in our detailed specifications. Manchester Public Schools (MPS) may delete, supersede or modify any of these standard instructions for a particular proposal.

1.0 The attached proposal is signed by the Proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this Proposal.

1.1 Submit two (2) copies of the Proposal in an envelope marked with the Proposer's name and address on the upper left hand corner. Proposal shall be made out in the exact form of enclosed Proposal Form on proposer's letterhead and shall be signed by an officer of the company or corporation. **Proposals are to be plainly marked in the lower left hand corner with proposal number, name of proposal, opening date and time.**

1.2 **A mandatory site visit is scheduled for Monday, July 20, 2015, at 10:00 a.m. at Washington Elementary School, 94 Cedar Street, Manchester, CT 06040.**

1.3 Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.

1.4 All deliveries of commodities shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by MPS are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the proposal prices. All prices are FOB to Manchester, CT.

1.5 MPS reserves the right to reject any and all proposals, to waive technical defects and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.

1.6 MPS may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to MPS official and/or authorized agent's satisfaction, and all work is certified.

1.7 MPS may make such investigation as deemed necessary to determine the ability of the Proposer to discharge his contract. The Proposer shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the Proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the worked called for herein. Conditional proposals will not be accepted.

1.8 ALL MEASUREMENTS ARE THE RESPONSIBILITY OF THE PROPOSER.

1.9 Specifications cannot be modified by anyone other than the assigned agent for MPS.

1.10 Successful proposer is responsible for obtaining all necessary building permits as required by State and Town authorities. Cost for permits is waived for work done on school property

2.0 **BID BOND**

A. The Contractor shall provide a bank check, certified check or bid bond with surety acceptable to MPS in the amount of at least FIVE PERCENT (5%) of the proposal amount.

2.1 **PERFORMANCE, LABOR AND MATERIALS BONDS**

A. Successful proposer will be required to furnish a Performance, Labor and Materials bond of total proposal price within ten (10) business days of award notice, or prior to start of work, whichever occurs first. Bond must be from a corporate surety licensed to sign surety bonds in the State of Connecticut.

2.2 The successful proposers shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in APPENDIX A.

The contractor shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work.

All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies.

Certificate of Contractor Liability shall be filed with the owner before work is started and contain a ten (10) day written notice of cancellation clause.

2.3 During construction the Contractor will keep the site clean and orderly at all times. Upon completion of the work called for, the contractor shall remove from the premises all rubbish, tools, equipment and the like, leaving said premises in a clean, safe and orderly condition.

2.4 All work done under this proposal must comply with all State and Town codes and licensed tradesmen will be used where applicable.

2.5 Payments for labor and material will only be made upon installation. No payments will be made for material stored on the site.

2.6 The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.

2.7 All work must be scheduled during normal MPS working hours.

2.8 The Contractor shall and does hereby, as part of the contract, guarantee all materials and workmanship to be of first quality and that the finished work will remain in satisfactory condition for a period of one (1) year from the date of final acceptance of work performed or as specified in the proposal. The date of acceptance is considered to be the date of final payment for the work involved.

2.9 The Contractor shall be required to submit the AFFIRMATIVE ACTION STATEMENT, APPENDIX B, with their completed proposal package. The successful Contractor shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.

2.10 The contractor shall be required to complete the CONTRACTOR INDEMNIFICATION, APPENDIX C, with their completed proposal package.

3.0 **Code Requirements:** Contractors should be aware that all Public Schools are required by State and Federal regulations to comply with all laws pertaining to asbestos containing building materials (ACBM) in their schools.

It is required that any design professional and/or contractor that enters into a contractual agreement with MPS, pertaining to building renovations or additions shall ensure that all building materials specified and/or to be installed are of a non-asbestos material. In order to verify this, the owner requires the successful contractor to submit Material Safety Data Sheets (MSDS) detailing the building material.

All contractors/design professionals are encouraged to inspect the AHERA Asbestos Management Plan prior to commencing any work. Any questions regarding ACBM or this requirement should be addressed to the owner's Asbestos Management Planner.

Any asbestos encountered in construction shall be brought to the owner's attention prior to continuation of work. Removal will be done in accordance with all Federal, State and local laws and regulations.

Disabilities Code Requirements: In order to meet the needs of persons with disabilities, when applicable all items shall comply with the current Connecticut Basic Building Code including ICC/ANSI A 117.1-1998, Section 504 Rehabilitation Act 1973 including the Uniform Federal Accessibility Standards (UFA) and 504 Regulations, and the Americans with Disabilities Act Title II including Americans with Disabilities Act Accessibility Guidelines (ADAAG) and ADA Regulations.

Compliance with the current Connecticut Fire Safety Code and current OSHA – Title 29/Labor is also required when applicable. Contractor must provide proof of having

attended OSHA 10 hour Construction Standard Training course for any projects over $100,000 (effective July 2007).

The "items" shall include, but are not limited to; fixtures, furnishings, equipment, workstations (including built-ins), playground equipment, laboratory fume hoods, darkroom equipment, welding stations, shop equipment, etc.

3.1 There shall be no smoking or other use of tobacco products in any school building at any time, nor on school grounds during normal school hours. Proper attire is to be worn at all times. Contractor's personnel shall use extreme caution while driving motor vehicles on school property.

3.2 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without consent of MPS.

3.3 **Hold Harmless:** The Contractor/Insured shall indemnify and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

3.4 **Prevailing Wage Rates:** 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 of contribution paid or payable on behalf of each such employee to any employee welfare fund defined in subsection (h) of this section (31-53 of the 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 public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employee to any such employees' welfare fund shall pay to each employee as of his wages the amount of payment or contribution for his classification on each payday.

Upon the award of any contract subject to the provisions of this section the Contractor to whom such contract is awarded shall certify, under oath to the Labor Commissioner, the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. The Contractor shall fully comply with all provisions of Public Act 93-392 including weekly submitted of certified payrolls accompanied by a Compliance Statement and shall be subject to such sanctions mandated for violations of said Public Act.

The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than Four Hundred thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars.

APPENDIX A

INSURANCE REQUIREMENTS

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.

B. If the Contractor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Contractor/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Contractor/Insured's sole responsibility.

C. **Commercial General Liability:** The Contractor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: $1,000,000 each occurrence
$2,000,000 each occurrence if blasting is required
$2,000,000 general aggregate with dedicated limits per Project site
$2,000,000 products and completed operations aggregate
$1,000,000 personal and advertising injury.

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshal.

D. **Automobile Liability:** The Contractor/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: $1,000,000 combined single limit each accident

E. Worker's Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits: Worker's compensation: statutory limit
Employer's Liability: $1,000,000 bodily injury or each accident
$1,000,000 bodily injury by disease for each employee
$1,000,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage

for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum Limits: $5,000,000 combined single limit and aggregate limit.

APPENDIX B

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

TO: All Vendors

FROM: Patricia F. Brooks, Assistant Superintendent,
Finance and Management

SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Patricia F. Brooks
Assistant Superintendent
Finance and Management

STATEMENT OF POLICY

It is the employment policy of _____
that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

_____	_____
Date	Signed (Name/Title of Company Officer)
_____	_____
Telephone	Street Address
_____	_____
Fax	City/State/Zip Code

APPENDIX C

CONTRACTOR INDEMNIFICATION

The contractor shall at all times indemnify and save harmless Manchester Public Schools and its officers, agents and/or employees against any and all claims, demands, losses, judgments, costs, worker's compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by:

a. officials, officers, agents and/or employees of MPS or;
b. the contractor, his subcontractors or delivery persons or;
c. any other person, whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or delivery persons by reason of his/her or their use of faulty, defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse MPS for damage to property of MPS caused by the contractor, or his employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF:_____ Signed_____
Contractor

By_____
Name

_____
Street

_____
City/State/Zip Code

_____
Date

Subscribed and Sworn to before me on this

_____ day of _____ 20____

_____
Notary Public

APPENDIX D

NOTICE TO ALL CONTRACTORS, BUILDERS AND HOMEOWNERS

Please pay particular attention to the following list of inspections. Requirements will be strictly adhered to.

Pursuant to Section 113.0 of the State of Connecticut Basic Building code, the following inspections **are required** by the Manchester Building Department:

1. Site inspection – before permit is issued.

2. When footing forms are in place and before concrete is placed.

3. When foundation forms are in place and before concrete is placed.

4. After foundation is erected, waterproofed and footing drains installed.

4a. ***Before construction above foundation is started two "As Built" foundation location plans must be filed with the Building Department.

5. When forms for structural slabs, panels or columns are in place and before concrete is placed.

6. Fireplace when the top of the smoke chamber is reached.

7. 1st roof/felt/ice and water shield (nailing shall be at 6 nails per shingle including new construction.)

8. **Rough inspections:**
   Plumbing before any piping is concealed.
   (Complete duct work and plumbing shall be installed before electrical wiring is started.)
   Heating pipes and/or ducts before they are concealed.
   Electrical before any wiring is concealed.
   Framing before any interior wall covering is applied.
   Insulation before drywall.

9. Final inspections when all construction details and utility installations re: complete and house numbers, as designated by the Engineering Department, are installed.

10. Other inspections which may be requested by the building or contractor and/or required by the building official or his designee.

11. The permit holder or his agent shall notify the building official when the work is ready for inspections, **giving not less than seventy-two (72) hours' notice.**

12. **Inspection for issuance of Certificates of occupancy requires a <u>10 day prior notification to the Building Department.</u>**

NOTE: Complete duct work and plumbing shall be installed before electrical wiring is started.

CONTRACT EXECUTION

Upon notification of acceptance of this proposal, we shall execute a formal contract within five days of the receipt of the agreement for signing.

CONTRACTOR INFORMATION

The Proposer is a/an (individual) (partnership) (corporation). Names and titles of other offices or partners are:

(for corporation, give State of incorporation and affix corporate seal)

I understand that full payment will be made by the Owner after completion of the project and acceptance by the Owner's representative.

_____ _____
Signature **Date**

_____
Name (Printed)

CONTENT AND ORGANIZATION OF PROPOSAL

The Request for Proposal (RFP) is intended to provide interested Proposers with information concerning the conditions and requirements for submitting proposals. Proposers must examine all information and materials contained in this RFP. **Failure to do so will be at the Proposer's risk.** In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools' (MPS) review and analysis. The Proposal shall contain the following sections, in order and format described.

A. Submittal Letter
A letter of transmittal addressed to **Mrs. Patricia F. Brooks, Assistant Superintendent, Finance and Management,** which includes a statement by the Proposer accepting all terms, conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Proposer's background, experience and ability to perform this contract in accordance with the scope of services. Also to be included is a listing of municipal or private sector references for whom recent (3 years or less) similar services were provided.

B. Price Proposal
Vendors shall submit a price proposal which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

C. Exceptions
Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. MPS may accept proposals which take exception to any requirements of the RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

EVALUATION CRITERIA AND SELECTION

Proposals will be reviewed an evaluated based upon the following factors:

A. Experience and References
B. Competitiveness of Price Proposal

MPS shall select that responsible and responsive Proposer whose proposal is determined by MPS to be best suited and most advantageous, and provides the greatest overall benefit to MPS on the basis of the criteria and/or factors of evaluation listed. MPS expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to the RFP.

PROPOSAL FORM
Egress Windows – Washington Elementary School
94 Cedar Street
Manchester, CT 06040

TO: Patricia Brooks
Assistant Superintendant, Finance and Management
Manchester Public Schools
45 North School Street
Manchester, CT 06042

PROPOSAL OF: NAME_____

STREET_____

CITY_____

I have received the proposal documents entitled "Egress Windows – Washington Elementary School ", dated July 13, 2015, prepared by Friar Associates, inc., as listed in the Specifications Table of Contents and drawing list bound in the Project Manual, and Addenda numbered and dated as follows:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

I have included the provisions of the above Proposal Documents, Allowances and Addenda in my proposal. I have examined the proposal documents and existing site and I submit the following proposal:

I will furnish all labor, materials, equipment and services necessary to perform the work required by the proposal documents and will take in full payment therefore the following amounts:

SCHEDULE OF PROPOSALS

1. Demolition of existing and furnishment and installation of egress windows and all asssociated Work.

   Base proposal for performing all work under the contract for the lump sum of:

   $_____
   (Amount in Numerals)

   _____
   (Amount in Words)

In submitting this proposal, I agree as follows:

1 - To hold open my proposal for 90 days after proposal opening. All alternates shall be held open for 120 days after proposal opening.
2 - To enter into and execute a contract, if awarded on the basis of this proposal, according to the contract form listed in the Project Manual.
3 - To deliver properly executed Performance/Labor and Material Bonds as described in the Instructions at the time of execution of the contract. The amount of the premiums for the subject bonds is included in the lump sum price above.
4 - To accomplish the work in accordance with the contract documents.
5 - To begin work within 10 calendar days of official notice of acceptance of proposal or execution of contract whichever is first. No on site mobilization will be permitted until the contract has been executed.
6 - To substantially complete the work per the current project schedules. Time is of the essence.

By submission of this proposal, each Proposer and each person signing on behalf of any proposal certifies, and in case of a joint proposal, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

A. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer to any competitor; and

C. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition. The Propser, by submittal of this PROPOSAL, agrees with the Owner that the amount of the proposal security deposited with this PROPOSAL fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Propser to fulfill his agreements as above provided:

_____
(Firm Name)

By_____
(Signature and Title of Authorized Representative)

_____
(Printed Name of Authorized Representative)

_____
(Business Address)

_____
(City and State)

_____ _____
(Email Address) (Phone No.)

Date: _____

END OF SECTION 00220

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ARCHITECTURAL

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END OF DRAWING LIST

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
Washington Elementary School: Egress Windows
94 Cedar Street
Manchester, CT

THE OWNER:
(Name, legal status and address)
Manchester Public Schools
45 North School St
Manchester, CT 06042

THE ARCHITECT:
(Name, legal status and address)

Friar Associates inc.
281 Farmington Ave.
Farmington, CT 06032

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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User Notes: (1848669508)

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

§ **4.4.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

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signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1)

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withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of _____)
) SS
County of _____)

_____, being first duly sworn, deposes and says that:

1. (He, She) is (owner, partner, officer, representative, or agent) of _____

_____ the bidder that has submitted the attached bid;

2. (He, She) is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid prices or the Bid prices or the Bid or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____

(Title) _____

My Commission Expires: _____

END OF SECTION 00340

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
blanks

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

Init.

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Certification of Document's Authenticity

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Washington Elementary School: Egress Windows
94 Cedar Street
Manchester, CT

THE OWNER:
(Name, legal status and address)
Manchester Public Schools
45 North School St
Manchester, CT 06042

THE ARCHITECT:
(Name, legal status and address)
Friar Associates inc.
281 Farmington Ave.
Farmington, CT 06032

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

§ **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.

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

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§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

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§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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Additions and Deletions Report for

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:08:16 on 11/20/2013 under Order No. 2455129484_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Manchester Public Schools
45 North School St
Manchester, CT 06042

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Washington Elementary School: Egress Windows
94 Cedar Street
Manchester, CT

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ **10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ **11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ **12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ **13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ **14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ **15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Manchester Public Schools
45 North School St
Manchester, CT 06042

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Washington Elementary School: Egress Windows
94 Cedar Street
Manchester, CT

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ **15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ **16** Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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AIA® Document A101™ – 2007

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

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

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

Manchester Public Schools
45 North School St
Manchester, CT 06042

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

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

Washington Elementary School: Egress Windows
94 Cedar Street
Manchester, CT

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

Friar Associates inc.
281 Farmington Ave.
Farmington, CT 06032

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.

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TABLE OF ARTICLES

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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(1648849523)

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

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

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

Item	Units and Limitations	Price Per Unit ($0.00)

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

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

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

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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 percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

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

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ **5.1.8** Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

%

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

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

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

§ **8.6** Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ **9.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ **9.1.4** The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

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

Number	Title	Date

§ **9.1.6** The Addenda, if any:

Number	Date	Pages

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

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

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

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents

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unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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CONTRACTOR INSPECTION NOTIFICATION

GENERAL:

The Contractor must, at his own risk, inspect the property and assume all risks as to the nature and scope of the work that is necessary to bring the property into compliance with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the property, including any difficulties that may be due to unfavorable conditions that may be encountered in the work, whether or not apparent upon initial inspection of the property, or disclosed in the process of carrying forward the work.

1. Inspection of the Property

   The Contractor shall, prior to submitting a bid for the project, visit and inspect the property in order to confirm to the conditions under which the work is to be performed. The Contractor shall promptly report to the Owner difficulties observed during such inspection.

   The Contractor acknowledges that the Owner has provided certain information regarding the current condition of the property. The Contractor further acknowledges that the Owner does not attest to the accuracy or completeness of the information that it has provided relating to the condition of the property or the scope of services that must be accomplished in order to bring the property into compliance with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the property.

2. Bid Submittal

   Submittal of a bid for this project by the Contractor is a representation that the Contractor has visited the property and has become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the contract documents.

3. Inspection for Lead-Based Paint

   Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint which are likely to be employed, such as, but not limited to, sanding, grinding, welding, cutting, and burning have been known to expose workers to levels of lead in excess of the Permissible Exposure Limits. Conduct demolition and removal work specified in the technical sections of this specification 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 Sections 22a-209-1; 22a-209-8(c); 22a-449(c)-11; and 22a-449(c)-110 through 110.

GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201-2007, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

ARTICLE 1 Make the following changes:

1.1.1 **Replace the last sentence in its entirety and replace with the following**: "The Contract Documents include all bidding requirements (the advertisement or invitation to bid, Instructions to Bidders, Rules and Regulations for Competitive Bidding, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements)."

1.1.4 **Replace "by the Owner and separate contractors." with** "by the Owner and/or by separate contractors."

Add the following:

1.1.6.1 Sections of Division 1 – General Requirements govern the execution of all sections of the Specifications.

1.2 **Add the word "EXECUTION," at the beginning of the sentence.**

1.2.1.1 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:\

1. The Agreement
2. Addenda
3. The General Conditions of the Contract for Construction
4. Drawings and Specifications

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

Add the following:

1.2.3 When applied to materials and equipment required for the Work, the words "furnish", "install" and "provide" shall mean the following:

.1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
.2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
.3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
.4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install....".
.5 “As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.
.6 Where discrepancies or conflicts occur:

.1 The Agreement
.2 Amendments and Addenda shall take precedence over the Specifications.
.3 The Specifications shall take precedence over the Drawings.
.4 Stated dimensions shall take precedence over scaled dimensions.
.5 Large-scale detail drawings shall take precedence over small-scale drawings.
.6 Schedules shall take precedence over other data on the drawings.
.7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity or more costly work will be assumed to be and shall be included in the Contract price. The Contractor shall not proceed with such work until the Architect has been contacted for clarification and proper direction.
.8 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.
.9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

Add the following:

1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner"; or "not in contract (NIC)".

1.2.5 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

ARTICLE 2 Make the following changes:

2.1.2 **Delete in its entirety.**

2.2.1 **Delete in its entirety.**

2.2.3 **Add to the end of the first sentence the following**: to the extent that they exist at the time of the execution of the contract.

2.2.5 **Replace "the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2" with the following: "**the Contractor will be furnished one copy of the Drawings and Project Manual. After award of the contract, additional copies will be made available to the Contractor at his/her expense."

ARTICLE 3 Make the following changes:

3.2.2 **Add the following at the end of the paragraph.** "After reporting to the Architect any error, inconsistency or omission which he/she may discover in the Contract Documents, the Contractor is not to proceed with any work so affected without the Architect's written modifications to the Drawings and/or Specifications."

3.4.1 **Add the following after "completion of Work": "**and for the protection of the existing facilities, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work."

3.4.3 **Add the following at the end of the paragraph.** "The Owner may require the Contractor to remove an individual working under the general direction of the Contractor for just or perceived cause as determined by the Owner."

Add the following:

3.4.4 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing in approval. He shall enclose such data as Architect requires to evaluate products. The Architect's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.

3.5.1.1 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project.

.2 Specified Product Warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties.

.3 Coincidental Product Warranty: Available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. Contractor shall identify such warranties as they apply.

.4 Warranty Obligations

.1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terns of warranty.

.2 Contractors shall restore or remove-and-replace other work which has been damaged by failure or warranted work, or which must be removed and replaced to gain access to warranted work.

.3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.

.4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.

.5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.

.6 Warranties and warranty periods shall not diminish

implied warranties, and shall not deprive Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.

.7 Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

.8 Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 01740.

3.6 **Add the following at the end of the paragraph.** "No amount shall be added to the contract sum for State Sales or use Tax or Federal Excise Taxes. The Contractor shall obtain from the Tax Commissioner a Certificate of Exemption for taxes on materials to be incorporated into the Work and Federal Excise Taxes.

3.7.1 **Delete in its entirety and replace with the following:** "The Contractor shall be responsible for applying for and securing all building permits. Although there will be no charge for any permits required by the Town, this does not eliminate the requirements for these permits. Town Landfill tipping fees will be waived, however, all vehicles hauling to the Town Landfill shall have metals separated and delivered to the metals recycling area and the sizes of materials for disposal shall meet the requirements of the landfill rules and regulations. The State education surcharge imposed on building permits will not be waived. Before beginning the Work, the Contractor must submit proof in writing that all the required permits have been obtained."

3.7.4 **Delete in its entirety and replace with the following:** "It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accompanied by appropriate Modification. The requirements of this Section do not waive the Contractor's responsibility for complying with the requirements of the Contract Documents when such requirements exceed those of any laws, statutes, ordinances, building codes, rules, regulations and orders of any public authority bearing on the Work."

3.7.5 **Delete in its entirety and replace with the following:** "**Concealed or Unknown Conditions**. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect

determines that they differ materially and cause an increase or decrease in the Contract's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. "

Add the following:

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.

3.8.2 **Replace the following:**

.2 Delete the last word and add; "allowances except when installation is specified as part of the allowance in the General Requirements (Division 1 Sections of the Specifications); and".

3.10.1 **Replace the first sentence with:** "The Contractor, promptly after being awarded the Contract and prior to signing the Contract, shall prepare and submit for the Owner's and Architect's review, a Contractor's construction schedule for the Work.

Add the following sentence to the end of the paragraph: "Changes in the Schedule not caused by Owner-approved project scope changes shall not change the contract sum".

Add the following:

3.12.11 "Services provided by the Architect to evaluate Contractor product substitution requests or to review shop drawings or other project submittals, which are required to be submitted more than two (2) times shall be paid for by the Contractor to the Owner."

3.18.1 **Delete in its entirety and replace with the following:** "The Contractor shall indemnify and hold harmless the Owner, Architect, Owner's and Architect's consultants, and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property including the loss of use resulting therefrom.

The Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable will be held responsible for any type of pollution and/or environmental impairment into or upon land, the atmosphere, or any course or body of water that is above or below ground, and is caused in whole or in part by any negligent or willful or wanton act or omission of any of the above stated individuals or groups of individuals.

The Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable will be held responsible for acts that are outside the Contract Specifications and without the supervision or direction of the Town, its Architects and Engineers.

These same individuals or groups or individuals will also be held responsible for the misuse or malfunction of any equipment rented, owned or leased by any of these individuals or groups of individuals that would create any type of pollution or environmental damage.

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

3.18.2 **Delete in its entirety and replace with the following:** "In consideration of the Contractor's undertaking to indemnify and hold harmless the Architect, the Architect's consultants and agents or employees of any of them, in accordance with this paragraph 3.18, the Architect agrees that the Architect will not bring any civil suit, action or other proceeding in law, equity or arbitration against the Contractor, or the officers, employees, agents and servants of the Contractor, for or on account of any action which the Architect may have arising out of or in any manner connected with the Work, except to enforce the provisions of this paragraph 3.18; and the Contractor, or any successor, assign, or subrogee of the Contractor, agrees not to bring any civil suit, action or other proceeding in law, equity or arbitration against the Architect or the officers, employees, agents and servants of the Architect, for the enforcement of any action which the Contractor may have arising out of or in any manner connected with the Work.

Add the following:

3.18.3 "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 or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 Make the following changes:

4.2.1 **Delete in its entirety and replace with the following:** "The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until final payment is made, (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2 and (4) 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 **Add the following to the first sentence after "the portion of the Work completed":** to guard the Owner against defects and deficiencies in the Work,"……..in Section 3.3.1

ARTICLE 5 Make the following changes:

5.2.1 **Add the following at the end of the paragraph:** "The Owner may require the Contractor to remove an individual working under the general direction of the Subcontractor for just or perceived cause as determined by the Owner.

5.2.3 **Delete everything after first sentence. Add to the end of paragraph:** "This change will not increase the contract sum."

5.4.2 **Delete the word "shall" and replace with:** "may".

ARTICLE 6 Make the following changes:

6.1.1 **Delete in its entirety and replace with the following:** "The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which includes persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor may make such Claim. Any such claim shall be as provided in Article 15.

6.1.4 **Delete in its entirety.**

6.2.5 **Delete in its entirety and replace with the following:** "The Owner and Contractor shall be responsible for their individual scope of work in its entirety authorized pursuant to Section 6.1 unless designated otherwise."

ARTICLE 7 Make the following changes:

Add the following:

7.2.2 "Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3."

7.2.3 "The Change Order will include all of the costs associated with the change in the Work and will include the following language on the Change Order form:"

"THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER SHALL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF THE CONTRACTOR'S CLAIM AGAINST THE OWNER ON ACCOUNT OF THIS OR ANY PRIOR CHANGES IN THE WORK."

7.3.7 **Delete the word "amount" in the first sentence and replace with: "**allowance".

Delete the words "the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" in the first sentence and replace with: "Subparagraph 7.3.7.6 below.

Add the following:

7.3.7.6 The Allowance for overhead and profit included in the total cost to the Owner is to be based on the following schedule:

1. For the Contractor, for any work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
2. For the Contractor, for work performed by the Contractor's subcontractor, ten percent (10%) of the amount due to the subcontractor.
3. For each subcontractor involved, for work performed by that subcontractor's own forces, fifteen percent (15%) of the cost.
4. Cost to which overhead and profit is to be applied will be determined in accordance with Subparagraph 7.3.7.

5. 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, must be accompanied by a complete itemization of costs, including labor, materials and subcontractors, Labor and materials must be itemized in the manner prescribed above. Where major cost items are subcontracts, they must also be itemized.
6. If the net value of a change results in a Credit from the subcontractor, the Credit must be the net cost without overhead and profit.
7. The aggregate allowance for overhead and profit is not to exceed twenty-five percent (25%) before compounding of the net cost of the work involved.

ARTICLE 8 Make the following changes:

8.3.1 **Delete the words "or by delay authorized by the Owner pending mediation and arbitration" in the first sentence.**

Add the following to the end of the paragraph: "In order for the Contractor to claim an extension of time, he/she must prove to the Architect that the cause of the delay will extend the critical path of the construction schedule lending to the occupancy of the project. The Architect will act upon the Contractor's claim for the time extension pursuant to Article 15.

8.3.3 **Delete the first sentence and replace with:** "Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.3.1 will be the sole remedy of the Contractor for any:

1. delay in the start, prosecution or completion of the Work;
2. hindrance or obstruction in the performance of the Work;
3. loss of productivity; OR
4. other similar claims (collectively referred to in Article 8.3 as delays), whether or not such delays are foreseeable, contemplated or not contemplated, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent that such acts continue after Contractor furnishes the Owner with notice of such interference.

In no event is the Contractor entitled to any compensation or recovery of any damages, in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

The Owner's exercise of any of its rights or remedies under the Contract Documents, (including without limitation, ordering changes in the Work or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies are not to be construed as active interference with the Contractor's performance of the Work.

Add the following:

8.3.4 If the Contractor submits a progress report indicating or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of contract time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work will be created or implied.

ARTICLE 9 Make the following changes:

9.2 **Delete the first sentence in its entirety and replace with:** "Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, prior to signing of the Contract, the Contractor shall submit to the Architect a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require."

Add the following:

9.3.1 **Replace in the first sentence** "ten" with "fifteen (15)".

9.3.1.3 Until final completion, the Owner will pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.

9.3.1.4 Applications for payment are to be submitted monthly. Applications approved by the Architect will be submitted to the Town for payment.

9.3.2.1 No provision of this Paragraph is to be construed to relieve the Contractor from sole responsibility;

1. for the care and protection of materials and Work installed or materials stored on the site;
2. for the restoration of damaged Work and replacement of damaged or stolen materials;
3. as a waiver of the right of the Owner to require fulfillment of all terms of the Contract.

9.3.2.2 Although several of the items referred to herein may be covered by insurance, the Contractor may not forego any of the responsibilities of care and protection hereunder for items covered and not covered by said insurance.

9.6.1 **Add the following to the end of the paragraph:** "Owner shall make payment within thirty (30) days."

Add the following:

9.6.8 Failure to supply required Waivers of Lien or, if requested, evidence of payment of all current accounts, will be considered ground for withholding partial payments and failure to supply waivers for the entire project on completion will be grounds for withholding final payment.

9.7 **Delete in its entirety and replace with:** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fifteen (15) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ninety (90) 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 additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

Add the following:

9.8.6 Services provided by the Architect to conduct more than two (2) inspections of completed Work and any inspections beyond sixty-five (65) days after the Date of Substantial Completion of any portion of the Work shall be paid for by the Contractor to the Owner.

9.9.1 **Delete the words "provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5" in the first sentence.**

9.10.1 **Add in the first sentence** after "due the Contractor": "less five percent (5%) retainage".

Add the following to the end of the paragraph: "Retainage will be released sixty (60) days after the final payment."

ARTICLE 10 Make the following changes:

Add the following:

10.2.1.4 Construction or operation by the Owner or other contractors."

10.2.4.1 The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions:

.1 The Contractor must give the Owner reasonable advance notice as well as all other required regulatory agencies.
.2 The Contractor shall be solely responsible for the handling, storage and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits from regulating agencies and submit copies of permits to the Architect for review before proceeding with use.
.3 The Contractor shall notify their insurance provider and if deemed necessary shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

10.2.5 **Delete the first sentence in its entirety and replace with: "**The Contractor shall promptly remedy damage and loss 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 persons referred to in Section 10.2.1 pursuant to Paragraph 3.18 caused in whole or in part by the Contractor, Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by an 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 the fault or negligence of the Contractor."

10.2.8 **Delete in its entirety and replace with:** "The Contractor shall not allow unauthorized individuals access to the site without either written consent of the Owner or unless accompanied by the Owner or Owner's authorized representative."

Add the following:

10.2.9 The Contractor shall provide safe access to the work for representatives or agents of the Architect or Owner.

10.2.10 Snow and Ice Removal: The Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of his/her work.

10.2.11 The Contractor is to provide and pay for whatever security measures he/she deems necessary to protect his/her work until acceptance by the Owner.

10.2.12 These construction documents and the joint and several phases of construction hereby contemplated are to be governed at all times by applicable provisions of State Labor Laws and the Federal Laws including but not limited to the latest amendments of the following:

Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596 (a) Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, code of Federal Regulations, including but not limited to Paragraphs 1910.35, 36, 37 and 1910.38 (b) Part 1926 – Safety and Health Regulations for Construction, Chapter XII of Title 29, Code of Federal Regulations.

The Contractor and his/her subcontractors shall at all times be governed by Chapter XII of Title 29, Code of Federal Regulations, Part 192 – Safety and Health Regulations for Construction (36FR75) as amended to date.

10.2.13 The Contractor will be responsible for the adequate strength and safety of all scaffolding, staging, and hoisting equipment and for temporary shoring, bracing and typing and all barricades and guard rails and lights at hazardous openings, pits, trenches, etc.

10.2.14 Protection in general will consist of, but not be limited to the following:

1. The Contractor is to protect all streets, roads and sidewalks, and maintain these streets reasonably clean of dirt or other debris that is due to the construction operation.
2. It will be the Contractor's responsibility to protect finished sidewalks and curbs against damage caused by trucks, etc. driving over them. If they are damaged, they must be replaced without cost to the Owner.
3. The Contractor is to furnish approved hard hats and other personal protective equipment, as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.
4. The Contractor is to take prompt action to correct any hazardous conditions reported. Periodic observations of the job site will be made.

10.2.15 The Contractor must comply with the requirements of the most recent versions of the Occupational Safety and Health Act and the Construction Safety Act, including all standards and regulations which have been promulgated by the governmental authorities which administer such acts, and said requirements, standards and regulations are incorporated herein by reference.

1. The Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of its agents, employees, materialmen and subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, materialmen or subcontractors.
2. The Contractor shall indemnify the Owner and Architect and save them harmless from any and all losses, costs and expenses including fines and reasonable attorney's fees incurred by the Owner or Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives. Federal, State and Local, which are currently in effect.

10.2.16 The Contractor and any subcontractor hereunder agree in the performance of the work to comply with:

1. All applicable fire safety requirements of the National Board of Fire Underwriters and the National Fire Protection Association.
2. That it will adhere to all Federal, State and Local laws pertaining to fire protection, and
3. Abide and be governed by the rules and regulations pertaining to property protection as p0rescribed by the Owner.

10.2.17 **INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

ARTICLE 11 Make the following changes:

Add the following:

11.1 CONTRACTOR'S LIABILITY INSURANCE

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR BIDS, PERMITS AND THE USE OF TOWN FACILITIES

I. General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and effect the insurance outlined here for coverages at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Certificates of Insurance: The contractor/insured will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required here are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to the General Services Department. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance.

B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the state of Connecticut and considered acceptable by the owner.

C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.

D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.

E. Subcontractors' Insurance: The contractor/insured will cause each subcontractor employed by contractor/insured to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor/insured will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Waiver of Subrogation: The contractor/insured will require all insurance policies in any way related to the work and secured and maintained by the contractor/insured to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Hold Harmless: The contractor/insured shall indemnify and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor/insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms and endorsements.

B. If the contractor/insured has self-insured retentions or deductibles under any of the following minimum required coverages, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.

C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: $1,000,000 each occurrence
$2,000,000 each occurrence if blasting is required
$2,000,000 general aggregate with dedicated limits per project site
$2,000,000 products and completed operations aggregate
$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshal.

D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: $1,000,000 combined single limit each accident

E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability: $1,000,000 bodily injury for each accident
$1,000,000 bodily injury by disease for each employee
$1,000,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor/insured will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying commercial general liability, auto liability, and workers' compensation insurance. The coverages shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum limits: $5,000,000 combined single limit and aggregate limit

11.1.2 **Delete the second sentence in its entirety and replace with:** "Coverages shall be written on an occurrence or claims-made basis and 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.

Add the following:

11.1.2.1 Contractor's Certification of Insurance are to be submitted to the Owner's Insurance Advisor or Architect for review and approval prior to formal execution of the Contract Documents.

11.1.3 **Delete the number "30" and replace with:** "60".

Add the following:

11.1.3.1 The Contractor agrees to secure and protect themselves and shall secure and indemnify the Owner and their officials and employees from any liability, claim of liability, expenses, causes of action, loss or damage whatsoever for any injury, including death to any person or property in the performance of this contract, it being the intent of this agreement to protect and indemnify the Owner from any loss arising out of or in connection with the work performed under this contract.

11.3.1 **Delete in its entirety and replace with:** "Unless otherwise provided, the Owner intends to purchase and maintain Builder's Risk Insurance, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. The Contractor shall obtain, pay for and maintain an "Installation Floater" upon the entire new construction on which the Work of this Contract is to be done, and upon all materials adjacent thereto and intended for use thereon."

11.3.1.1 **Delete in its entirety.**

11.3.1.2 **Delete in its entirety.**

11.3.1.3 **Delete in its entirety.**

11.3.2 **Delete in its entirety.**

11.3.3 **Delete in its entirety.**

11.3.4 **Delete in its entirety.**

11.3.5 **Delete in its entirety.**

11.3.6 **Delete in its entirety.**

11.3.7 **Delete in its entirety.**

11.3.8 **Delete in its entirety.**

11.3.10 **Delete in its entirety.**

Add the following:

11.4.1.1 Both Performance Bond and Payment Bond are required by the Owner as noted in Article 7 of AIA Document A701, Instructions to Bidders and both for 100% of the Contract Sum, Surety shall be qualified to do business in the State of Connecticut and acceptable to the Owner, Premiums shall be paid by the Contractor.

11.4.3 All original and complete policies shall be made available upon request of the Owner and/or their authorized representative.

ARTICLE 12 Make the following changes:

12.2.2.1 **Add the words "or Architect" after:** "receipt of written notice from the Owner", in the first sentence.

ARTICLE 13 Make the following changes:

13.1 **Delete in its entirety and replace with:** "The Contract shall be governed by the law of the State of Connecticut."

13.3 **Delete in its entirety and replace with:** "All notices, requests, demands and other communications hereunder shall be made in writing to the Architect, with a copy to the Facilities Unit Project Manager, Town of Manchester, 321 Olcott Street, P.O. Box 191, Manchester, CT 06045-0191, and shall be deemed given if personally delivered or mailed certified mail, return receipt requested.

13.6 **Delete in its entirety and replace with:** "Payments due and unpaid under the Contract Documents shall not bear interest (0%)."

ARTICLE 14 Make the following changes:

14.1.1 **Delete the number "30" and replace with:** "60" in the first sentence.

14.1.1 **.4 Delete in its entirety.**

14.1.3 **Delete the words "including reasonable….. and damages" and replace with:** "and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead and profit."

ARTICLE 15 Make the following changes:

15.1.1 **Delete in its entirety and replace with:** "A Claim is a demand or assertion by the Owner, or the Contractor seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract."

15.4 **Delete in its entirety.**

15.4.1 **Delete in its entirety.**

15.4.1.1 **Delete in its entirety.**

15.4.2 **Delete in its entirety.**

15.4.3 **Delete in its entirety.**

15.4.4 **Delete in its entirety.**

15.4.4.1 **Delete in its entirety.**

15.4.4.2 **Delete in its entirety.**

15.4.4.3 **Delete in its entirety.**

Add the following:

ARTICLE 16 POLICIES OF EMPLOYMENT

16.1 The Contractor and all subcontractors may not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor is to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age.

Such action is to include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

16.2 The Contractor and all subcontractors must, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

16.3 The Town of Manchester does not discriminate against individuals with disabilities as provided in the Americans with Disabilities Act (ADA). The Town expects that the vendors and/or contractors with which it does business will comply with the Americans With Disabilities Act to the extent required by law. If awarded a contract with the Town, the successful Contractor will be required to sign a statement agreeing to comply with the provisions of ADA.

16.4 WORKERS COMPENSATION PROVISION - Before entering into the contract for the project, the successful bidder must comply with all aspects of Connecticut General Statute 31-386a, including providing the Town with a current statement for the State Treasurer that to the best of his/her knowledge and belief as of the date of the statement, the Contractor or any of his/her subcontractors, was not liable to the State for any Worker's Compensation payment made pursuant to Section 31-355 of the General Statutes. The contract documents will not be signed until this statement has been received by the Town.

Non Resident Contractor Bonds and Deposits

In accordance with Connecticut Statutes Section §12-430(7)c, the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that all applicable business taxes are being paid by Contractors. **Upon award of contract in excess of $250,000, all nonresident contractors must furnish proof to the Town that they have obtained current status as a "verified contractor" with DRS.**

An "unverified Contractor" with DRS must file a surety bond with DRS in an amount equal to 5% of the contract price. DRS has issued **form AU-964**, Surety Bond and Release, which must be used to post that bond.

Upon submission of the bond to DRS, the Contractor must promptly furnish to the Town a copy of the **Certificate of Compliance** issued by the DRS. If the non resident contractor fails to submit the bond to DRS and to provide to the Town a **Certificate of Compliance**, the Town is required to withhold 5% of the total contract value and deposit it with DRS.

If you have any questions regarding these requirements, contact the State Department of Revenue Services at telephone number (860) 541-7538 or visit their website at www.ct.gov/drs to obtain necessary publications, forms or information.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Coordination with occupants.
4. Work restrictions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Site: Washington Elementary School, 94 Cedar Street, Manchester, CT, 06040.

B. Owner: Town of Manchester, Manchester Public Schools.

1. Owner's Representative: Charles L. Cadman, Project Coordinator, Manchester Public Schools (860) 647-3511.

C. Architect: Friar Associates inc., 281 Farmington Ave., Farmington, CT (860) 678-1291.

D. Other Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Hazardous Material Consultant: TRC Solutions, 21 Griffin Rd N Windsor, CT, (860) 298-9692

1.4 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine constructions operations to building areas where work is required.
2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.

3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.5 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:
   1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

   1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

      a. Application for Payment forms with Continuation Sheets.
      b. Submittals Schedule.
      c. Contractor's Construction Schedule.

   2. Submit the Schedule of Values to Architect at earliest possible date but no later than 5 days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

   1. Identification: Include the following Project identification on the Schedule of Values:

      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.

d. Contractor's name and address.
e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Change Orders (numbers) that affect value.
   d. Dollar value.

      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

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

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Copies of building permits.
5. Certificates of insurance and insurance policies.
6. Performance and payment bonds.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
b. Indicate required installation sequences.
c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches, but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

   a. Tentative construction schedule.
   b. Procedures for processing field decisions and Change Orders.
   c. Procedures for RFIs.
   d. Procedures for processing Applications for Payment.
   e. Submittal procedures.
   f. Preparation of Record Documents.
   g. Use of the premises and existing building.
   h. Work restrictions.
   i. Owner's occupancy requirements.
   j. Parking availability.
   k. Office, work, and storage areas.
   l. Equipment deliveries and priorities.
   m. Progress cleaning.
   n. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Possible conflicts.
    b. Time schedules.
    c. Weather limitations.
    d. Manufacturer's written recommendations.
    e. Acceptability of substrates.
    f. Protection of adjacent work.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Status of submittals.
        2) Deliveries.
        3) Progress cleaning.
        4) Quality and work standards.
        5) Field observations.
        6) RFIs.
        7) Status of proposal requests.
        8) Pending changes.

9) Status of Change Orders.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

   1. Project name.
   2. Date.
   3. Name of Contractor.
   4. Name of Architect.
   5. RFI number, numbered sequentially.
   6. Specification Section number and title and related paragraphs, as appropriate.
   7. Drawing number and detail references, as appropriate.
   8. Field dimensions and conditions, as appropriate.
   9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   10. Contractor's signature.
   11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

      a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

   1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect’s Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

   1. The following RFIs will be returned without action:

      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.

d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect’s response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Submittals Schedule.
3. Field condition reports.
4. Special reports.

B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Milestone: A key or critical point in time for reference or measurement.

J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect’s final release or approval.

C. Preliminary Construction Schedule: Submit two paque copies.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

E. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

2.2 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
5. Division 01 Section "Closeout Procedures" for submitting warranties.
6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.
h. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.

F. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use AIA Document G810.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Submit electronic submittals directly to extranet specifically established for Project.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's product specifications.
b. Manufacturer's installation instructions.
c. Standard color charts.
d. Compliance with specified referenced standards.
e. Testing by recognized testing agency.

4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Dimensions.
   b. Fabrication and installation drawings.
   c. Design calculations.
   d. Compliance with specified standards.
   e. Relationship to adjoining construction clearly indicated.
   f. Seal and signature of professional engineer if specified.
   g. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit three opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used

materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

F. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S/ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which on-site tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	
UBC	Uniform Building Code (See ICC)	

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
ABA	Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board	(202) 272-0080

	www.access-board.gov	
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. See Division 1 Section "Execution Requirements" for progress cleaning requirements.

C. See Divisions 2 through 28 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.2 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.

B. Lumber and Plywood: Comply with requirements in Division 6 Section " Miscellaneous Carpentry."

C. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

C. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

I. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints.
2. Protect air-handling equipment.
3. Provide walk-off mats at each entrance through temporary partition.

J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:
   1. Division 01 Section "References" for applicable industry standards for products specified.
   2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
   3. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

   1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
   2. Form: Tabulate information for each product under the following column headings:

      a. Specification Section number and title.
      b. Proprietary name, model number, and similar designations.
      c. Manufacturer's name and address.

d. Supplier's name and address.
e. Installer's name and address.
f. Projected delivery date or time span of delivery period.
g. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

   a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified material or product cannot be provided.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
   i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
   j. Cost information, including a proposal of change, if any, in the Contract Sum.
   k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
   l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

    a. Form of Acceptance: Change Order.
    b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.

B. Related Requirements:
1. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 5 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Construction Elements: Do not cut and patch construction elements or components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Construction elements include but are not limited to the following:

a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Insulation.
d. Sprayed fire-resistive material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Roof Deck.

2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to quality and performance of in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of utilities and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine walls and windows for suitable conditions where products and systems are to be installed.
   a. Comply with requirements of Section 085113 “Aluminum Windows".

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of unacceptable installation tolerances.
3. Recommended corrections.

D. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect and Structural Engineer. Do not proceed with installation until directed by Architect.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching with Owner and Architect.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

   a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

A. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Execution" for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
6. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
4. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
5. Complete startup testing of systems.
6. Submit test/adjust/balance records.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements, including touchup painting.

9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
h. Replace parts subject to unusual operating conditions.
i. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
j. Clean ducts, blowers, and coils if units were operated without filters during construction.
k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
l. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Maintenance manuals for the care and maintenance of products, materials, finishes, and systems and equipment.

B. Related Sections include the following:

1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.3 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Aligning, adjusting, and checking instructions.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Product Data.

B. Related Sections include the following:

1. Division 01 Section "Closeout Procedures" for general closeout procedures.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up Record Prints.

B. Record Product Data: Submit one copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Locations and depths of underground utilities.
d. Revisions to routing of piping and conduits.
e. Revisions to electrical circuitry.
f. Actual equipment locations.
g. Duct size and routing.
h. Locations of concealed internal utilities.
i. Field records for variable and concealed conditions.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect’s reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building.

B. Related Requirements:

1. Division 01 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Division 01 Section "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items: Classroom furniture and classroom items within close proximity to the work area for window removal and installation.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs, preconstruction videotapes and templates.

1. Comply with requirements specified in Division 01 Section "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner's Representative will arrange to shut off indicated services/systems when requested by Contractor.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting

flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."

B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area, on-site or off-site as designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 028000 – ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 SCOPE

A. The work specified herein shall be the abatement of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site at all times during asbestos abatement work. This person must comply with applicable Federal, State and Local regulations that mandate work practices, and be capable of performing the work of this contract.

B. The Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 19a-332a-17 through 23. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations.

C. The Manchester Board of Education will retain the services of a State of Connecticut licensed Project Monitor for protection of its interests and those using the building. Pre-abatement, during abatement and post-abatement sampling will be conducted as deemed necessary.

D. Deviations from this Specification require the written approval of the Manchester Board of Education.

E. Restore all work areas and auxiliary areas utilized during abatement to conditions equal to or better than original. Any damage caused during the performance of abatement activities shall be repaired by the Contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, removal of ceiling tiles or concrete blocks, broken glass, etc.) at no additional expense to the Manchester Board of Education. The Contractor is responsible for protecting all objects in work areas that are permanent fixtures or too large to remove.

The Contractor shall be responsible for the following general requirements:

1. Obtain all approvals and permits, and submit all notifications required.

2. Provide, erect, and maintain all planking, bracing, shoring, barricades, and warning signs.

3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition shall become the property of the Contractor and shall be removed from the premises.

4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Manchester Board of Education as to the storage location.

5. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.

F. It shall be the responsibility of the Contractor to protect and preserve in operating condition, all utilities traversing the building and site. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Manchester Board of Education at no cost to the Manchester Board of Education.

1.2 DESCRIPTION OF WORK

A. The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.

B. The asbestos abatement work shall include the removal of asbestos-containing materials as specified herein. This abatement project was designed by Mr. Robert Romejko, a State of Connecticut licensed Asbestos Project Designer (#000008).

1. Remove ACM in the form of:

- Window caulk
- Window glazing putty

Remove any stops on the inside of windows to be worked on. Place poly on the inside of the windows and on the ground below the windows. Mark off the work area with warning tape where abatement will occur. Remove windows intact and to the exterior without disturbing window glazing putty. Abate caulk from around window frames and columns. Perform all abatement from the exterior. Perform all work in compliance with OSHA and EPA asbestos regulations (no visible emissions). If there are visible emissions make every effort to minimize. If the Town's Project Monitor deems it necessary, set up a portable poly containment to capture any emissions. . No clearance samples will be necessary on the exterior work.

1.3 DEFINITIONS

Accessible - A space easily accessed and which can be entered or seen without demolition.

Adequately Wet - Sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

AHERA - Asbestos Hazard Emergency Response Act - U. S. EPA regulation 40 CFR Part 763 under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643. This rule mandates inspections, accreditations of persons involved with asbestos, and -final air clearances following abatement in public and private schools, and public and commercial buildings.

Asbestos - The term asbestos includes chrysotile, amosite, crocidolite, asbestiform tremolite, asbestos, anthophyllite asbestos, actinolite asbestos and any of these minerals that has been chemically treated and/or altered.

Asbestos Abatement - The removal, encapsulation, enclosure, renovation, repair, demolition or other disturbance of asbestos-containing materials except activities which are related to the removal or repair of asbestos cement pipe and are performed as defined in Section 25-32a of the Connecticut General Statutes.

Asbestos-Containing Waste Materials (ACM Waste) - Any waste that either contains or is contaminated with asbestos. This term includes asbestos-containing materials and materials contaminated with asbestos including disposable equipment and clothing, filters from control devices, polyethylene sheeting generated from disassembly of a containment structure, and any other items from within regulated areas which cannot be properly decontaminated.

Asbestos Control Area - An area where asbestos abatement operations are performed which is isolated by physical boundaries which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris. Two examples of an Asbestos Control Area are a "full containment" and a "glovebag".

Asbestos Fiber - A particulate form of asbestos, tremolite, anthophyllite, actinolite, or a combination of these minerals having a length of five micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

Authorized Asbestos Disposal Facility - A location approved by the Connecticut Department of Environmental Protection for handling and disposing of asbestos waste or by an equivalent regulatory agency if the material is disposed of outside the State of Connecticut.

Category I Non-Friable Asbestos-Containing Material (ACM) - Asbestos-containing packings, gaskets, resilient Floor coverings and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II Non-Friable ACM - Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Class I Asbestos Work - Activities involving the removal of TSI and surfacing ACM and PACM.

Class II Asbestos Work - Activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III Asbestos Work - Repair and maintenance operations, where ACM, including TSI and surfacing material, is likely to be disturbed.

Class IV Asbestos Work - Maintenance and custodial activities during which employees contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

Competent Person - In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I and Class II work who is specifically trained in a training course which meet the criteria of EPA's Model Accreditation Plan (40 CFR 763).

Concealed Space - Space which is out of sight. Examples of a concealed space include area above ceilings; below floors; between double walls; furred-in areas; pipe and duct shafts; and similar spaces.

Confined Space - See Permit Required Confined Spaces (PRCS).

Critical Barrier - A minimum of two layers of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grilles and any other openings between the Work Area and uncontaminated areas outside of the Work Area, including the outside of the building.

Decontamination Enclosure System - A series of rooms separated from the Work Area and from each other by air locks, for the decontamination of workers and equipment.

Demolition - The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

DEP - The Connecticut Department of Environmental Protection, 79 Elm Street, Hartford, CT 06106.

DPH - The Connecticut Department of Public Health, 410 Capitol Avenue, Hartford, CT 06106.

Differential Pressure - A difference in the static air pressure between the Work Area and occupied areas, and is developed by the use of HEPA filtered exhaust fans. This differential is generally in the range of 0.02 to 0.04 inches of water column.

Encapsulant - Specific materials in various forms used to chemically entrap asbestos fibers in various configurations to prevent these fibers from becoming airborne. There are four types of encapsulant as follows:

1. Removal Encapsulant (can be used as a wetting agent).

2. Bridging Encapsulant (used to provide a tough durable surface coating to asbestos-containing material).

3. Penetrating Encapsulant (used to penetrate the asbestos containing material down to substrate, encapsulating all asbestos fibers).

4. Lock-down Encapsulant (used to seal off "lock-down" minute asbestos fibers left on surfaces from which asbestos containing materials have been removed).

Encapsulation - The application of an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the air.

Engineering Controls - Controls to include, but not be limited to, pressure differential equipment, decontamination enclosures, critical barriers and related procedures.

Equipment Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled transfer of materials and equipment into or out of the Work Area, typically consisting of a Washroom and a Holding Area.

Exposed - Open to view.

Finished Space - Space used for habitation or occupancy where rough surfaces are plastered, paneled or otherwise treated to provide a pleasing appearance.

Fixed Critical Barrier - Barrier constructed of 2" x 4" wood or metal framing 16" O.C., with 2" plywood on the occupied side and two layers of six (6) mil polyethylene sheeting on the Work Area side to prevent unauthorized access or air flow.

Fixed Object - A piece of equipment or furniture in the Work Area which cannot be removed from the Work Area, as determined by the Project Monitor.

Friable Asbestos Material - Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, Section 1, Polarized Light Microscopy, that when dry can be crumbled, pulverized or reduced to powder by hand pressure. If the asbestos content is less then 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Full Containment – Two layers of six (6) mil poly on walls and floors, contiguous decontamination units, pressure differential between work area and adjacent area and engineering controls.

Glovebag - A sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used glovebags provide a small Work Area enclosure typically used for small scale asbestos stripping operations. Information on glovebag installation, equipment and supplies, and work practices is contained in 29 CFR 1926.1101).

Glovebag Technique - A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contaminated work area. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of six (6) mil polyethylene or polyvinyl chloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. This technique requires AWP application and may only be used if pre-approved by DPH or with the approval of the Design Consultant, Manchester Board of Education's Project Monitor and DPH when not pre-approved.

HEPA Filter Equipment - High-efficiency particulate air (HEPA) filtered vacuum and/or exhaust ventilation equipment with a filter system capable of trapping and retaining asbestos fibers. Filters shall be of 99.97 percent efficiency for retaining fibers of 0.3 microns in diameter or larger.

Inaccessible - A space not accessible and which cannot be entered or seen without demolition.

Lock-Down - The procedure of spraying polyethylene sheeting and building materials with an encapsulant type sealant to seal in non-visible asbestos-containing residue.

Mini-Containment - A procedure using a single layer of polyethylene sheeting to contain the Work Area. Access to the mini-containment is controlled by an air lock which also serves as a Holding Area. This procedure requires AWP application and may only be used if pre-approved by DPH or with the approval of the Design Consultant, Manchester Board of Education's Project Monitor and DPH when not pre-approved.

Movable Object - A piece of equipment or furniture in the Work Area which can be removed from the Work Area, as determined by the Project Monitor.

Negative Exposure Assessment - For any one specific asbestos job which will be performed by employees who have been trained in compliance with the standard, the employer may demonstrate that employee exposures will be below the PELs by data which conform to the following criteria:

1. Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the TWA and excursion limit under those work conditions having the greatest potential for releasing asbestos; or

2. Where the employer has monitored prior asbestos jobs for the PEL and the excursion limit within 12 months of the current or projected job, the monitoring and analysis were performed in compliance with the asbestos standard in effect; and the data were obtained during work operations conducted under workplace conditions "closely resembling" the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the employer's current operations, the operations were conducted by employees whose training and experience are not more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and which will prevail in the current workplace there is a high degree of certainty that employee exposures will not exceed the TWA and excursion limit; or

3. The results of initial exposure monitoring of the current job made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee covering operations which are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

Non-Friable Asbestos-Containing Material - Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy, that when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.

NPE - Negative pressure enclosure.

Owner or Operator of a Demolition or Renovation Activity - Any person who owns, leases, operates, controls and supervises the facility being demolished or renovated or any person who owns, leases, operates, controls or supervises the demolition or renovation, or both.

Permissible Exposure Limit (PEL) - (1) time-weighted average unit (TWA). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter (f/cc) or air as an eight (8) hour time-weighted average time (TWA). (2) excursion limit. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fibers per cubic centimeter of air (f/cc) as averaged over a sampling period of thirty (30) minutes.

Permit Required Confined Spaces (PRCS) - A confined space that has the potential to cause harm to the entrants. These spaces could contain a hazardous atmosphere, material that could engulf the entrant, have an internal configuration that could entrap an entrant and any other serious safety or health hazard. PRCS require special entry precautions which could include retrieval systems, ventilation, monitoring and air line respirators. A written permit is required to be completed prior to entry. All TRC personnel entering a PRCS must follow TRC's health and safety program and the requirements for entering PRCS.

Personal Monitoring - Air sampling within the breathing zone of an employee.

Pre-Clean - The process of cleaning an area before asbestos abatement activities begin to ensure all dust and debris in the area considered to be asbestos-containing are properly contained and disposed of. This increases the likelihood the area will pass aggressive air sampling clearance requirements after asbestos-containing materials have been removed.

Presumed Asbestos-Containing Material (PACM) - TSI and surfacing material found in buildings constructed no later than 1980.

Project Monitor - The certified and licensed individual contracted or employed by the building owner of contractor to supervise and/or conduct air monitoring and analysis schemes. This individual is responsible for recognition of technical deficiencies in procedures during both planning and on-site phases of an abatement project. Requirements for Project Monitor are defined in the Connecticut DPH regulations (Sections 19a-332a-17 to 19a-332a-23, inclusive). In addition to these requirements, this person shall be listed in the American Industrial Hygiene Association's Asbestos Analysts Registry.

Regulated Area - Area established by the employer to demarcate areas where Class I, II and III work is conducted and any adjoining area where debris and waste from such asbestos work accumulate; a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed the Permissible Exposure Limit.

Regulated Asbestos-Containing Material (RACM) - (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting members are wrecked or taken out are demolitions.

Repair - Overhauling, rebuilding, reconstructing or reconditioning of structures or substrates where asbestos, tremolite, anthophyllite or actinolite is present.

Thermal System Insulation (TSI) - Materials applied to pipes, fittings, breeching, tanks, ducts or other structural components to prevent heat loss or gain.

Unfinished Space - Space used for storage, utilities or work area where appearance is not a factor. Examples of an unfinished space include crawlspace; pipe tunnel and similar spaces.

Visible Emissions - Any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Visible Residue - Any debris or dust on surfaces in areas within the Work Area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos.

Waste Generator - Any owner or operator of a source whose act or process produces asbestos-containing waste material.

Waste Shipment Record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Work Area - Specific area or location where the actual work is being performed or such other area of a facility which the Commissioner determines may be hazardous to public health as a result of such asbestos abatement.

Worker Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled passage of workers and authorized visitors, typically consisting of a Clean Room, a Shower Room and an Equipment Room that is under negative pressure.

1.4 REFERENCES

A. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.

1. Occupational Safety and Health Administration (OSHA)

29 CFR 1910.1001 - Asbestos, Tremolite, Anthophyllite, and Actinolite

29 CFR 1910.134 - Respiratory Protection

29 CFR 1926.21 - Safety Training and Education

29 CFR 1926.32 - Competent Person

29 CFR 1926.51 – Sanitation

29 CFR 1926.59 - Hazard Communication.

29 CFR 1926.62 - Lead in Construction

29 CFR 1926.200 - Accident Prevention Signs and Tags

29 CFR 1926.417 - Lockout and Tagging of Circuits

29 CFR 1926.1101 - Asbestos

2. Environmental Protection Agency (EPA)

   40 CFR 61, Subpart M - National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule

   40 CFR 260-271 - Hazardous Waste Disposal

   40 CFR 763, Subpart E - Asbestos Hazard Emergency Response Act (AHERA)

   40 CFR 763, Subpart G - Worker Protection Rule

3. State of Connecticut, Department of Public Health (DPH) Regulations

   Section 19a-332a-1 through 19a-332a-16 - Standards for Asbestos Abatement

   Section 19a-332a-17 through 19a-332a-23 - Licensure and Training

   Section 19a-333-1 through 19a-333-13 - Asbestos-Containing Materials in Schools

   Section 22a-209-1; 22a-209-8(i); 22a-449(c)-11; and 22a-449(c)-100 - Hazardous Waste Management Regulations

4. American National Standards Institute (ANSI)

   ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local Exhaust Systems

   ANSI Z88.2 - Respiratory Protection

5. American Society of Testing and Materials (ASTM)

   ASTM E 84 - Surface Burning Characteristics of Building Materials

   ASTM E 96 - Water Vapor Transmission of Materials

   ASTM E 119 - Fire Tests of Building and Construction Materials

   ASTM E 736 - Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members

   ASTM E 1368 - Visual Inspection of Asbestos Abatement Projects

   ASTM E 1494 - Encapsulants for Spray- or Trowel- Applied Friable Asbestos-Containing Building Materials

6. Underwriters Laboratories, Inc. (UL)

   UL 586 - High-Efficiency, Particulate, Air Filter Units

1.5 DOCUMENTATION

A. Submit two copies of the following documentation to ensure compliance with the applicable regulations. An up to date copy shall be retained at the job site at all times. Submission must be made prior to the Pre-abatement Meeting, which will be held two weeks prior to the start of abatement. The General Contractor, Abatement Contractor, Architect, Asbestos Project Designer and Owners Representative shall be present at the meeting.

B. Manufacturer's Catalog Data:

Local Exhaust Equipment
Vacuum Equipment
Respirators
Pressure Differential Automatic Recording Instrument
Surfactant
Chemical Encapsulant
Polyethylene Sheeting
Airless Sprayers
Portable Shower Units
Adhesive Removal Chemicals
MSDS for All Materials Delivered to the Site
Letters of Compatibility for Encapsulant and Coating Materials

C. Statements:

Notification to State of Connecticut Department of Health
(ten (10) days before the start of asbestos abatement)
Notification to State of Connecticut Department of Environmental Protection
(if waste is to be disposed of in Connecticut)
Worker Medical Certification
Worker Training Certification
Worker Respirator Fit Testing
OSHA Laboratory Certification
Contractor's Project Monitor Certification
Landfill Approval
Safety Plan
Respirator Protection Plan
Initial Exposure Assessment

1. Copies of all required notifications, approvals and permits for the removal, disposal and transport asbestos-containing or contaminated materials.

2. Documentation from a physician certifying that all employees who may be exposed to airborne asbestos in excess of the background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. In addition, document that personnel have received medical monitoring required in 29 CFR 1926.1101. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he/she will be required to perform as well as special work place conditions such as high temperature, high humidity and chemical contaminants which to which he/she may be exposed.

3. Documentation certifying that all employees have received training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis.

4. Documentation of respiratory fit testing for all employees who must enter the Work Area. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1926.1101.

5. Qualifications of the Project Monitor the Contractor proposes for air sampling to assure workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Include the name and address of the testing laboratory proposed to perform air monitoring on behalf of the Contractor, along with their NIOSH PAT Program I.D. number.

6. Establish and supervise in accordance with 29 CFR 1926.21, a program for the education and training of workers in the recognition, avoidance and prevention of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. Include any site-specific information to address health and safety procedures unique to this project.

7. Establish a written Respiratory Protection Plan in accordance with 29 CFR 1910.134. This plan shall establish procedures governing the selection and use of respirators and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.

8. Demonstrate that employee's exposures will be below the PELs for Class I asbestos work until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of the PELs, or otherwise make a Negative Exposure Assessment. The employer shall presume that employees are exposed in excess of the TWA and excursion limit.

D. Records:

Sign-in/out Logs
Pressure Differential Recording Data
NPE Inspection and Smoke Test Logs
Rental Equipment Statements

When rental equipment is to be used in removal areas or to transport waste materials, submit a copy of written notification provided to the rental company informing them of the nature of use of the rented equipment.

E. During the asbestos abatement, submit to the Asbestos Project Designer and receive acknowledgment of the following:

1. Results of the personal air sampling data within one (1) working day of when the sampling was done.

2. Copies of all waste shipment records of asbestos waste that is transported from the facility site.

F. At the conclusion of the project, submit to the Asbestos Project Designer and receive acknowledgment of the following:

1. The original copy of all completed waste shipment records. This shall be submitted to the Asbestos Project Designer within 35 days from the date the waste was transported from the facility site.

1.6 PERSONNEL PROTECTION

A. Instruct workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

B. Ensure workers are fully protected with respirators and protective clothing during work in the Asbestos Control Area, where there is the possibility of disturbing asbestos-containing or asbestos-contaminated materials.

C. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1101. Provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure. As a minimum, workers shall be equipped with powered air-purifying respirators (PAPR) with HEPA filters.

D. Select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11. Provide an adequate supply of filter elements for respirators in use.

E. Minimum respiratory protection shall be as follows:

Airborne concentration of asbestos, tremolite, anthophyllite, actinolite or a combination of these minerals	Required Respirator
Not in excess of 1 f/cc (10 × PEL) or otherwise as required	Half mask air purifying respirator other than a disposable respirator, equipped with high efficiency filters.
Not in excess of 5 f/cc (50 × PEL)	Full face piece air purifying respirator equipped with high efficiency filters.
Not in excess of 10 f/cc (100 × PEL)	Any powered air-purifying respirator equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1000 × PEL)	Full face piece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (>1000 × PEL) or unknown concentration	Full face piece supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.

Note: 1. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations.

2. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

3. The Contractor shall provide a full face piece supplied air respirator operated in the pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus for all persons within the regulated area where apparatus for all persons within the regulated area where Class I work is being performed for which a negative exposure assessment has not been produced and, the exposure assessment indicates the exposure level will not exceed 1 f/cc as an 8-hour time weighted average. A full face piece supplied air respirator operated in the pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus shall be provided under such conditions, if the exposure assessment indicates exposure levels above 1 f/cc as an 8 hour time weighted average.

4. If compressed air is used for supplied air respirators, this air will meet the requirements for grade D breathing air as described by the Compressed Gas Association Commodity Specification G-7.1-1996. The compressor will be equipped with the necessary safety deices and sorbends/filters, and be situated to avoid entry of contaminated air. In addition, the compressor will be equipped with alarms to indicate failure or overheating, and additional alarms for indicating the presence of carbon monoxide. Air line couplings will be incompatible with outlets for other gas systems to prevent inadvertent servicing of air line respirators with non-respirable gases.

F. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

G. Provide all authorized persons entering contaminated areas with proper respirators and protective clothing.

H. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.

I. Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.

J. Ensure workers do not eat, drink, smoke or chew gum or tobacco while in the Asbestos Control Area.

1.7 EQUIPMENT REMOVAL PROCEDURE

A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

1.8 SEQUENCE OF WORK

A. Proceed in accordance with the sequence of work as mutually agreed upon with the Manchester Board of Education.

B. The following sequence of work shall be used for the asbestos abatement work:

1. A visual inspection of the Work Area to determine pre-existing damage to facility components.

2. Release of work area to the Contractor.

3. All temporary utilities required for the project shall be on site and operational prior to the initiation of asbestos work.

4. Removal of all movable objects from the Work Area undergoing abatement by the Contractor.

5. Abatement of all asbestos-containing materials by the Contractor.

6. Air sampling by the Manchester Board of Education's Project Monitor for re-occupancy.

7. Cleanup by the Contractor. Work Areas must be returned to their original condition or better.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating materials. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fire retardant polyethylene sheet in roll size to minimize the frequency of joints, shall be delivered to job site with factory label indicating four (4) or six (6) mil.

B. Polyethylene disposable bags shall be six (6) mil with pre-printed label. Disposable bags shall be opaque.

C. Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.

D. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.

E. Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.

F. Labels and signs shall conform to OSHA Standard 29 CFR 1926.1101.

G. Encapsulant shall be bridging or penetrating type which has been approved by the Design Consultant. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant shall be clear.

H. Glovebag assembly shall be manufactured of six (6) mil transparent polyethylene or PVC with two (2) inward projecting long sleeve gloves, an internal pouch for tools, and an attached labeled receptacle for waste.

2.2 TOOLS AND EQUIPMENT

A. Tools and equipment shall be suitable for asbestos removal.

B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.

C. Electrical equipment, protective devices, emergency generators and power cables shall conform to all applicable codes.

D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers.

E. Exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Asbestos Control Area.

F. Pressure differential automatic recording instrument shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.

G. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Asbestos Control Area.

H. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 microns in diameter or larger.

I. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.

J. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work.

PART 3 - EXECUTION

3.1 PREPARATION OF WORK AREA ENCLOSURE SYSTEM

A. Prior to beginning work, the Design Consultant, Manchester Board of Education's Representative and Contractor shall perform a visual survey of the Work Area and list all pre-existing damage to building components. The Contractor shall submit to the Manchester Board of Education's Representative a list which shall include all damaged areas not scheduled to be repaired under this Contract and include photographs, video tapes as applicable.

B. Post warning signs meeting the specifications of OSHA 29 CFR 1910 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of work place enclosure barriers.

C. Utilize engineering controls and personnel protective equipment while installing enclosures and supports when asbestos-containing materials may be disturbed.

D. When feasible, shut down and lock out electrical power, including all receptacles and light fixtures. Protect receptacles and light fixtures remaining in the Work Area with six (6) mil polyethylene and seal with tape. Protect fire alarm system components remaining in the area with six (6) mil polyethylene and seal with tape. Coordinate all power and fire alarm isolation with the Manchester Board of Education.

E. Provide temporary power and lighting, if applicable, and ensure safe installation, including ground fault protection, of temporary power sources and equipment in compliance with applicable electrical code and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring.

F. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal all vents. Construct wooden platform over gas burners and gas trains to prevent damage.

G. Pre-clean movable objects within the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from Work Areas to a temporary location.

H. Pre-clean fixed objects within the proposed Work Areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with two layers of six (6) mil polyethylene sheeting sealed with tape. Objects which must remain in the Work Area and which require special ventilation or enclosure include electrical equipment, pumps, compressors, control panels, and meter equipment.

I. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

J. Seal off all openings between the Work Area and the uncontaminated areas outside of the Work Area with critical barriers. Doorways and corridors, which will not be used for passage during work, must be sealed with fixed critical barriers.

K. Conspicuously label and maintain emergency and fire exits from the Asbestos Control Area satisfactory to the Project Monitor.

3.2 WORKER DECONTAMINATION ENCLOSURE SYSTEM

A. Establish contiguous to the Work Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series. Access to the Work Area shall only be through this enclosure.

B. Access between rooms in the Worker Decontamination Enclosure System shall be through double flap curtained openings (air locks). Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be completely sealed ensuring sole source of airflow into the Asbestos Control Area originates from the outside uncontaminated areas.

C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.

D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. Supply warm water to showers. Provide one shower for each eight workers. No worker or other person shall leave an Asbestos Control Area without showering. Shower water shall be collected and filtered using best available technology and dumped down an approved drain.

E. No personnel or equipment shall be permitted to leave the Asbestos Control Area unless just decontaminated by showering, wet cleaning or HEPA vacuuming to remove all asbestos debris. No asbestos-contaminated materials or persons shall enter the Clean Room.

3.3 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

A. Establish contiguous to the Work Area an Equipment Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed so as to ensure that no personnel enter or exit through this unit.

3.4 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

A. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with fixed critical barriers.

B. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.

C. For Class I work, visually inspect and smoke test barriers to assure an effective seal. Repair defects immediately.

D. Create a pressure differential in the range of 0.02 to 0.04 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of four times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.02 inches of water column.

3.5 ASBESTOS REMOVAL

A. A Competent Person shall be on the job at all times to ensure the establishment and maintenance of the negative pressure enclosure (NPE) and proper work practices throughout the project.

B. Do not begin abatement work until authorized by the Manchester Board of Education's Project Monitor. Follow the steps for abatement as outlined in Section 1.8, Sequence of Work.

C. For all Class I work, before beginning work within the enclosure and at the beginning of each shift, the NPE shall be inspected for breaches, and smoke tested for leaks, and any leaks sealed. Results of the NPE inspection shall be logged.

D. Spray asbestos materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers during the removal operation.

E. In order to maintain indoor asbestos concentrations at a minimum, remove the wet asbestos in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 8 feet. For heights up to 15 feet provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet provide enclosed dust-proof chutes.

F. Fill disposal containers (six (6) mil polyethylene bags or fiber drums) as removal proceeds, seal filled containers, apply caution labels and clean containers before removal to wash area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site. Bags shall be decontaminated by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops. Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting secured with tape for transport to the waste disposal site. Small components and asbestos containing waste with sharp-edged components (e.g., nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in clean drums and sealed with locking ring tops. Wet clean each container thoroughly before moving to Holding Area. Ensure that workers do not enter from uncontaminated areas into the Washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the Equipment Decontamination Enclosure.

G. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet.

H. If at any time during asbestos removal, should the Manchester Board of Education's Project Monitor suspect contamination of areas outside the Work Area, the Contractor shall stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.

I. Containerize asbestos-containing waste material removed daily. Do not allow ACM to remain on the floor overnight, allowing it to dry out.

3.6 CLEAN-UP PROCEDURE

A. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene wall covering. Carefully remove the cleaned outer layer of polyethylene from the walls, fold inward as material is being removed, and place in disposal containers. Any debris which may have leaked behind the outer layer shall be removed by HEPA vacuuming and/or wet cleaning.

B. Remove contamination from the exteriors of the negative air machines, scaffolding, ladders, extension cords, hoses and other equipment inside the Work Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning.

C. The Manchester Board of Education's Project Monitor shall conduct a thorough visual inspection utilizing a high-intensity flashlight, with the containment barriers in place, to detect visible accumulations of dust or bulk asbestos-containing materials remaining in the Work Area. Should dust, debris or residue be detected, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the work site. At the conclusion of the final visual inspection, the Manchester Board of Education's Project Monitor and the Contractor's supervisor shall certify that they have visually inspected the work area and have found no dust, debris or residue.

D. Once the area has been re-cleaned, any equipment, tools or materials not required for completion of the work, shall be removed from the Work Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.

E. Apply a lock-down encapsulant to all surfaces within the Work Area from which asbestos has been removed. The Contractor is responsible for ensuring that the encapsulant and the new floor tile mastic are compatible i.e. the new tiles will adhere to the floor.

F. Air sampling for re-occupancy clearance shall be undertaken using aggressive sampling techniques. Analysis of clearance samples shall follow State of Connecticut Regulations, Section 19a-333-7-(h). Areas which do not comply shall continue to be cleaned by and at the Contractors expense, until the specified Standard of Cleaning is achieved as evidenced by results of air testing. When the Work Area passes the re-occupancy clearance, controls established by this specification may be removed.

G. Remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process. Dispose of poly as asbestos waste.

3.7 REINSTALLATION OF DISPLACED EQUIPMENT

A. After re-occupancy is granted, re-secure mounted items removed during the course of the work to their former positions.

B. Re-establish to proper working order all HVAC, mechanical and electrical systems including lights, exit lights, fire alarm systems and sound systems.

C. Install new filters in HVAC systems and dispose of used filters as asbestos-containing waste. All systems shall be function tested in the presence of the Manchester Board of Education's Representative.

3.8 DISPOSAL OF ASBESTOS

A. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

B. Disposal approval shall be obtained prior to commencement of asbestos removal.

C. Warning signs must be attached to vehicles used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.

D. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and shall be taped into place.

E. The completed waste shipment record shall be provided to the Manchester Board of Education's Representative.

3.9 CONTRACTOR RESPONSIBILITY

A. Conduct air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Perform monitoring to determine accurately the airborne concentrations of asbestos to which employees may be exposed. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours of receipt of results, and shall be available for review until the job is complete.

3.10 AIR SAMPLING SCHEDULE

a. At a minimum, air sampling by the Manchester Board of Education's Project Monitor will be conducted in accordance with the following schedule:

Abatement Activity	Pre-Abatement	During Abatement	Post Abatement
Greater than 160 s.f./260 l.f.	PCM	PCM	TEM

Tent and Glovebag Procedures	PCM	PCM	PCM

B. Frequency and duration of the air sampling during abatement will be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. In addition to OSHA compliance monitoring (personal sampling accomplished by the Contractor) the following minimum schedule of samples will be required:

1. Background Samples:

   a. Outside of Work Area - 2.
   b. Work Area - 3

2. During Abatement:

   a. Outside of building at the exhaust of air filtering device – 1 per shift.
   b. Work Area – 1 per shift.
   c. Adjacent to Work Area - 1 per shift.
   d. Outside of the Equipment Decontamination Enclosure System - 1 during removal of ACM waste.

3. Post-Abatement:

   a. Work Area - At least five (5) per homogenous work site

C. Post-abatement clearance air monitoring requirements are as follows:

1. Air sampling will not begin until at least 12 hours after wet cleaning has been completed and no visible water or condensation remain.

2. Sampling equipment will be placed at random around the Work Area.

3. The representative samplers placed outside the Work Area but within the building will be located to avoid any air that might escape through the isolation barriers and will be approximately 50 feet from the entrance to the Work Area, and 25 feet from the isolation barriers.

4. The following aggressive air sampling procedures will be used within the Work Area during all air clearance monitoring:

   a. Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a 1 horsepower leaf blower) against all walls, ceilings, floors, ledges and other surfaces in the Work Area. This should take at least 5 minutes per 1000 SF of floor area.

   b. Place a 20-inch fan in the center of the room. (Use one fan per 10,000 cubic feet of room space.) Place the fan on slow speed and point it toward the ceiling.

   c. Start the sampling pumps and sample for the required time.

   d. Turn off the pump and then the fan(s) when sampling is complete.

5. Air volumes taken for clearance sampling shall be sufficient to accurately determine (to a 95 percent probability) fiber concentrations to 0.010 f/cc of air.

6. Each homogeneous Work Area, which does not meet the clearance criteria, shall be thoroughly re-cleaned using HEPA vacuuming and/or wet cleaning, with the negative pressure ventilation system in operation. New samples shall be collected in the Work Area as described above. The process shall be repeated until the Work Area passes the test, with the **cost of repeat sampling being borne entirely by the Contractor.**

7. For an asbestos abatement project with more than one homogeneous Work Area, the release criterion shall be applied independently to each Work Area.

3.11 ACTION CRITERIA

A. If air samples collected outside of the Work Area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than 0.050 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Work Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Work Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

END OF SECTION

SECTION 028300 - LEAD SAFE AWARENESS

PART 1 GENERAL

1.1 SCOPE

A. Work under this item shall include activities impacting various materials containing or covered by lead paint and associated work by persons who are knowledgeable, qualified, and trained in the removal, treatment and handling of lead contaminated materials, including the transportation and disposal of non-hazardous and hazardous lead construction and demolition bulky waste containing or contaminated with lead, the recycling of metallic components covered with lead paint, and the subsequent cleaning of the affected environment.

B. All activities shall be performed in accordance with, but not limited to, the current revision of the OSHA Lead in Construction Regulations (29 CFR 1926.62), the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 274), and the CTDEEP Hazardous Waste Regulations (22a-209-1 and 22a-449(c).

C. The lead paint activity shall include the demolition, removal and/or disposal of building components coated with lead paint. Surfaces containing lead paint are identified in the lead paint inspection report included in this Project Manual.

D. Deviations from these Specifications require the written approval of the Project Monitor.

E. The Contractor does not need to be a licensed lead abatement contractor but must perform all work in accordance with OSHA Regulations 29 CFR 1926.62.

F. The Town of Manchester will retain the services of a State of Connecticut licensed Project Monitor for protection of its interests and those using the building. Air sampling will be conducted as deemed necessary.

G. The Contractor shall be responsible for the following general requirements:

1. Obtain all approvals and permits, and submit all notifications required.

2. Provide, erect, and maintain all planking, bracing, shoring, barricades, and warning signs.

3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition shall become the property of the Contractor and shall be removed from the premises.

4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Town of Manchester as to the storage location.

5. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.

6. The Contractor shall be responsible for verification of all field conditions affecting performance of the work as described in these Specifications in accordance with OSHA, USEPA, USDOT and CTDEEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

H. It shall be the responsibility of the Contractor to protect and preserve in operating condition, all utilities traversing the building and site. Damage to any utility due to work under this Contract

shall be repaired to the satisfaction of the Town of Manchester at no cost to the Town of Manchester.

1.2 DESCRIPTION OF WORK

A. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.

B. The following were found to contain lead paint:

Window sills, sashes, exterior frames, fascia boards and panels.

1.3 REFERENCES

A. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.

1. Occupational Safety and Health Administration (OSHA)

29 CFR 1910.134 - Respiratory Protection

29 CFR 1926.21 - Safety Training and Education

29 CFR 1926.59 - Hazard Communication.

29 CFR 1926.62 - Lead in Construction

29 CFR 1926.200 - Accident Prevention Signs and Tags

29 CFR 1926.417 - Lockout and Tagging of Circuits

40 CFR 260-271 - Hazardous Waste Disposal

40 CFR 763, Subpart G - Worker Protection Rule

2. United States Environmental Protection Agency (USEPA)

RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 274)

3. Connecticut Department of Environmental Protection (CTDEEP)

Hazardous Waste Regulations (22a-209-1 and 22a-449(c).

1.4 DOCUMENTATION

A. Submit two copies of the following documentation to ensure compliance with the applicable regulations. An up to date copy shall be retained at the job site at all times. Submission must be made two weeks prior to the start of work.

B. Manufacturer's Catalog Data:

Vacuum Equipment
Respirators
Polyethylene Sheeting

Portable Shower Units
MSDS for All Materials Delivered to the Site

C. Statements:

Worker Medical Certification
Worker Training Certification
Worker Respirator Fit Testing
Safety Plan
Respirator Protection Plan
Initial Exposure Assessment

1. Documentation from a physician certifying that all employees who may be exposed to airborne lead dust have been provided with an opportunity to be medically monitored as required in 29 CFR 1926.62 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he/she will be required to perform as well as special work place conditions such as high temperature, high humidity and chemical contaminants which to which he/she may be exposed.

2. Documentation dated within the previous year, of biological monitoring including initial blood lead level and zinc protoporphyrin level test results prior to the workers first entry into the Work Areas.

a. Workers with blood lead levels in excess of fifty (50) micrograms/deciliter will not be permitted in the Regulated Area. The Contractor shall follow management of employee's blood lead levels in accordance with OSHA 29 CFR 1926.62.

3. Documentation certifying that all employees have received training in the proper handling of materials that contain lead paint; understand the health implications and risks involved, including the illnesses possible from exposure to lead; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of lead. Workers shall be trained in lead awareness (OSHA) and in accordance with the hazard communication standard for the construction industry issued by the Occupational Safety and Health Administration of the U.S. Department of Labor at 29 CFR 1926.59.

4. Documentation dated within the previous twelve (12) months, of respiratory fit testing for all employees who must don a tight-fitting face piece respirator in order to perform activities impacting lead. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1910.134.

5. An exposure assessment for each specific lead job which will be performed during the course of this project. The data must meet the requirements of OSHA 29 CFR 1926.62. If data from prior lead project(s) is submitted (i.e. a negative exposure assessment), the following information is required:

a. Date of project
b. Description of monitoring, analysis and work operations and practices
c. Type of activity conducted, concentration and application of lead
d. Project monitoring controls
e. Experience of workers and supervisors

6. Establish a written Respiratory Protection Plan in accordance with 29 CFR 1910.134. This plan shall establish procedures governing the selection and use of respirators and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.

7. Prior to the start of any work that will generate hazardous lead waste above conditionally exempt small quantities, the Contractor shall obtain from the Project Monitor/CTDEP a temporary EPA Hazardous Waste Generators ID, unless otherwise directed by the Project Monitor.

D. During the work, submit to the Project Monitor and receive acknowledgment of the following:

1. Results of the personal air sampling data within one (1) working day of when the sampling was done.

2. Copies of all waste shipment records of lead waste that is transported from the facility site.

3. Competent person (supervisor) job log.

1.5 PERSONNEL PROTECTION

A. The Contractor shall initially determine if any employee performing construction tasks impacting lead paint may be exposed to lead at or above the OSHA Action Level of 30 micrograms per cubic meter (30 $\mu g/m^3$). Assessments shall be based on initial air monitoring results as well as other relevant information. The Contractor may rely on historical air monitoring data obtained within the past 12 months under workplace conditions closely resembling the process, type of material, control methods, work practices and environmental conditions used and prevailing in the Contractors current operations to satisfy the exposure assessment requirements. Monitoring shall continue as specified in the OSHA standard until a negative exposure assessment is developed.

Until a negative exposure assessment is developed for the required tasks impacting lead paint, the Contractor shall ensure that all workers and authorized person entering the work area wear protective clothing and respirators in accordance with OSHA 29 CFR 1926.62. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Sufficient quantities shall be provided to last throughout the duration of the project.

B. Instruct workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

C. Protective clothing provided by the Contractor and used during chemical removal operations shall be impervious to caustic materials. Gloves provided by the Contractor and used during chemical removal shall be of neoprene composition with glove extenders.

D. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1101. Provide appropriate respiratory protection for each worker and ensure usage during potential lead exposure.

E. Ensure workers do not eat, drink, smoke or chew gum or tobacco while in the Work Area.

1.6 SEQUENCE OF WORK

A. Proceed in accordance with the sequence of work as mutually agreed upon with the Town of Manchester.

B. The following sequence of work shall be used for the work:

1. A visual inspection of the Work Area to determine pre-existing damage to facility components.

2. Release of work area to the Contractor.

3. All temporary utilities required for the project shall be on site and operational prior to the initiation of the work.

4. Cleanup by the Contractor. Work Areas must be returned to their original condition or better.

PART 2 PRODUCTS

2.1 MATERIALS

A. Six (6) mil polyethylene disposable bags shall have pre-printed OSHA/EPA/DOT labels and shall be transparent.

B. The cleaning agent detergent shall be lead specific, such as TriSodium Phosphate (TSP).

C. Labels and warning signs shall conform to OSHA 29 CFR 1926.62, USEPA 40 CFR 260 through 274 and USDOT 49 CFR 172 as appropriate.

D. Any chemical stripper and chemical neutralizer to be utilized shall be compatible with the substrate as well as with each other.

E. Air filtration devices and vacuum units shall be equipped with HEPA filters.

2.2 TOOLS AND EQUIPMENT

A. Tools and equipment shall be suitable for working with lead paint.

B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.

C. Electrical equipment, protective devices, emergency generators and power cables shall conform to all applicable codes.

D. Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance in accordance with OSHA requirements.

E. Where lead exposures are above the OSHA Action Level or PEL, the Contractor shall provide wash facilities/shower stalls and plumbing that include sufficient hose length and drain system or an acceptable alternate. One shower stall shall be provided for each eight workers.

F. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.

G. The Contractor shall provide vacuum units of suitable size and capabilities for the project which have HEPA filters capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of three micrometers in diameter or larger.

H. Protective clothing, respirators, and HEPA P100 filter cartridges shall be provided in sufficient quantities for the project.

PART 3 EXECUTION

3.1 PREPARATION OF WORK AREA

A. Prior to beginning work, the Design Consultant, Town of Manchester's Representative and Contractor shall perform a visual survey of the Work Area and list all pre-existing damage to building components. The Contractor shall submit to the Town of Manchester's Representative a list which shall include all damaged areas not scheduled to be repaired under this Contract and include photographs, video tapes as applicable.

B. In all areas where airborne exposures may exceed the OSHA PEL (unless proven by air sampling), post warning signs meeting the requirements of OSHA 29 CFR 1926.62 at each regulated area.

C. In addition, signs shall be posted at all approaches to regulated areas so that an employee may read the sign and take the necessary protective steps before entering the area. These signs shall read:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

D. Establish a work area, through the use of appropriate barrier tape, etc. and control unauthorized access into the area throughout the lead paint related activity.

E. Implement appropriate Project Monitoring controls such as critical barriers, poly drop cloths, negative pressure, etc. to prevent the spread of lead contamination from the work area. The use of negative air machines and local exhaust ventilation with HEPA filters may be required if lead contamination continues to spread.

F. The Contractor shall provide handwash facilities in compliance with 29 CFR 1926.51(f) and 29 CFR 1926.62 regardless of airborne lead exposure. This wash facility will consist, at least, of potable water, towels, soap, and a HEPA vacuum.

G. If air monitoring data by the Contractor or Project Monitor shows that employee exposure to airborne lead exceeds the OSHA PEL (50 $\mu g/m^3$), shower rooms must be utilized. The Shower Room shall be of sufficient capacity to accommodate the number of workers. One shower stall shall be provided for each eight (8) workers. Showers shall be equipped with hot and cold or warm running water through the use of electric hot water heaters supplied by the Contractor. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate.

H. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination to other areas of the building. Seal all vents.

D. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

E. For exterior work areas, the Contractor shall use a High Efficiency Particulate Air (HEPA) filtered vacuum dust collection system to remove any visible existing paint chips from the ground to a distance of 20' out from the base of the exterior surface scheduled for lead paint activity prior to commencement of work and extend a 6 mil polyethylene sheet drop cloth on the ground adjacent to the exterior surface scheduled for lead paint activity to contain debris/contamination.

3.2 LEAD PAINT ACTIVITY PROCEDURES

A. Ensure that the Competent Person is on the job at all times.

B. Do not begin work until authorized by the Project Monitor, following a pre-abatement visual inspection by the Project Monitor.

C. The Contractor shall ensure proper entry and exit procedures for workers and authorized persons who enter and leave the Regulated Area. All workers and authorized persons shall leave the Regulated Area and proceed directly to the wash or shower facilities where they will HEPA vacuum gross debris from work suit, remove and dispose of work suit, wash and dry face and hands, and vacuum clothes. Do not remove lead chips or dust by blowing or shaking of clothing. Wash water shall be collected, filtered, and disposed of in accordance with federal, state and local water discharge standards.

D. No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in the Regulated Area.

E. Utilize appropriate Project Monitoring controls (e.g. wet methods) as directed by 29 CFR 1926.62 to control lead emissions and contamination.

F. Properly contain wastes containing lead paint for appropriate transport/disposal.

G. Stop all work in the regulated area and take steps to decontaminate non-work areas and eliminate causes of such contamination should lead contamination be discovered in areas outside of the regulated area.

H. Special Requirements:

1. Demolition/Renovation:

a. Demolish/renovate in a manner which minimizes the spread of lead contamination and generation of lead dust.

b. Implement dust suppression controls, such as misters, local exhausts ventilation, etc. to minimize the generation of airborne lead dust.

c. Segregate work areas from non-work areas through the use or barrier tape, poly criticals, etc.

d. Clean up immediately after renovation/demolition has been completed

2. Mechanical Paint Removal (If situation arises):

a. Provide sanders, grinders, rotary wire brushes, or needle gun removers equipped with a HEPA filtered vacuum dust collection system. Cowling on the dust collection system for orbital-type tools must be capable of maintaining a continuous tight seal with the surface being abated. Cowling on the dust collection system for reciprocating-type tools shall promote an effective vacuum flow of loosened dust and debris. Inflexible cowlings may be used on flat surfaces only. Flexible contoured cowlings are required for curved or irregular surfaces.

b. Provide HEPA vacuums that are high performance designed to provide maximum static lift and maximum vacuum system flow at the actual operating vacuum condition with the shroud in use. The HEPA vacuum shall be equipped with a pivoting vacuum head.

c. Protect adjacent surfaces from damage from abrasive removal techniques.

3. Component Removal/Replacement:

a. Wet down components which are to be removed to reduce the amount of dust generated during the removal process.

b. Remove components utilizing hand tools, and follow appropriate safety procedures during removal. Remove the building components by approved methods which will provide the least disturbance to the substrate material. Do not damage adjacent surfaces.

c. Clean up immediately after component removals have been completed. Remove any dust located behind the component removed.

3.3 PROHIBITED REMOVAL METHODS

A. The use of heat guns in excess of 700 degrees Fahrenheit to remove lead paint is prohibited.

B. The use of sand, steel grit, water, air, CO_2, baking soda, or any other blasting media to remove lead or lead paint without the use of a HEPA ventilated contained negative pressure enclosure is prohibited.

C. Power tool assisted grinding, sanding, cutting, or wire brushing of lead paint without the use of cowled HEPA vacuum dust collection systems is prohibited.

D. Lead paint burning, busting of rivets painted with lead paint, welding of materials painted with lead paint, and torch cutting of materials painted with lead paint is prohibited. Where cutting, welding, busting, or torch cutting of materials is required, pre-remove the lead paint in the area affected.

E. Use of chemical strippers containing Methylene Chloride is prohibited.

F. Compressed air shall not be utilized to remove lead paint.

3.4 AIR MONITORING REQUIREMENTS

A. The Contractor shall:

1. Provide air monitoring equipment including sample filter cassettes of the type and quantity required to properly monitor operations and personnel exposure surveillance throughout the duration of the project.

2. Conduct initial exposure monitoring to determine if any employee performing construction tasks impacting lead paint may be exposed to lead at or above the OSHA Action Level of 30 micrograms per cubic meter. Monitoring shall continue as specified in the OSHA standard until a negative exposure assessment is developed.

3. Conduct personnel exposure assessment air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.62. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and shall be available for review until the job is complete.

B. The Project Monitor will:

1. Collect air samples in accordance with the current revision of the NIOSH 7082 or 7702 Method of Air Sampling for Airborne Lead while overseeing the activities of the Contractor. Frequency and duration of the air sampling during abatement will be representative of the actual conditions at the site. The size and configuration of the project will be a factor in the number of samples required to monitor the activities and shall be determined by the Project Monitor.

C. As determined by AAS, XRF, or equivalent analysis, if air samples collected outside of the Regulated Area during abatement activities indicate airborne lead concentrations greater than 30 ug/m^3, an examination of the Regulated Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Regulated Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

3.5 CLEAN-UP AND VISUAL INSPECTION

A. Remove and containerize all lead waste material and visible accumulations of debris, paint chips and associated items.

B. During clean up the Contractor shall utilize rags and sponges wetted with lead-specific detergent and water as well as HEPA filtered vacuum equipment.

C. The Project Monitor will conduct a visual inspection of the work areas in order to document that all surfaces have been maintained as free as practicable of accumulations of lead in accordance with OSHA 29 CFR 1926.62(h). If visible accumulations of waste, debris, lead paint chips or dust are found in the work area, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the activity, and inadequate clean up of the work site.

D. OSHA lead regulations do not call for dust wipe clearance testing. However, OSHA may request, under OSHA housekeeping regulations, dust wipe clearance testing. If lead dust wipe levels are above OSHA clearance criteria, the Contractor shall re-clean the work area and retesting shall be conducted at the Contractors expense. The testing and cleaning sequence shall be repeated until the clearance criteria levels have been achieved.

3.6 POST ABATEMENT WORK AREA DEREGULATION

A. Following the visual inspection, (and clearance testing if appropriate,) any Project Monitoring controls implemented may be removed and the Work Area deregulated.

B. A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor to ensure that all visible accumulations of suspect materials have been removed and that no equipment or materials associated with the abatement project remain.

C. The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the Town.

3.7 NON-HAZARDOUS WASTE DISPOSAL/RECYCLING

A. Non-metallic building debris waste materials tested and found to be non-hazardous Construction and Demolition (C&D) bulky waste shall be disposed of properly at a CTDEEP approved Solid Waste landfill.

B. Metallic debris shall be segregated and recycled as scrap metal at an approved metal recycling facility. The Contractor shall submit to the Project Monitor all documentation necessary to demonstrate the selected recycling facility is able to accept lead-painted scrap metal.

C. Concrete, brick, etc. coated with <u>any amount of lead paint</u> cannot be crushed, recycled or buried on-site to minimize waste disposal. Only CTDEP defined "clean fill" can be recycled on-site or sent to a recycling facility.

3.8 HAZARDOUS LEAD WASTE DISPOSAL

A. If required to dispose of any hazardous waste, the Contractor shall utilize a certified/permitted transporter for hazardous waste in compliance with DOT 49 CFR Part 172 and USEPA 40 CFR 260-274 and a permitted hazardous waste treatment storage disposal facility (TSDF) in compliance with USEPA 40 CFR 260-274.

B. Hazardous lead bearing material must be offered for transportation and transported in compliance with the Code of Federal Regulations, Title 49, Chapter 1, Part 173, Subparts A, B, C, and D and Paragraph 178.118. Transport vehicles (hopper or dump type) must be free from leaks and discharge openings must be securely closed during transportation. All storage containers (roll offs or drums) shall have a protective liner and removable lid. These containers shall not have any indentations or damage that would allow seepage of the contained material.

C. The disposal of hazardous lead bearing material must be in compliance with the requirements of, and authorized by, the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, and the USEPA.

D. The disposal of hazardous lead bearing waste shall comply with the requirements of the Resource Conservation and Recovery Act (RCRA).

E. Previous waste characterizations have not been completed by the Project Monitor. All generated waste shall be containerized and stored on-site for hazardous waste determination via TCLP testing by Manchester's Project Monitor.

F. The Contractor shall collect the wash water generated by the worker shower, wash facilities, or steam cleaning operations in 55 gallon drums and filter the water using a 2 stage filtration system composed of:

1. 5 micron porosity in-line cartridge particulate filter followed by:
2. Activated carbon filter in-line cartridge

Once the contractor has determined that the water is clean, discharge to the sanitary sewer.

G. The dumpsters/containers containing hazardous waste are to be kept covered and locked when not in active use for the loading of materials.

H. All containers of hazardous lead bearing material shall be labeled in accordance with 29 CFR 1926.62 and EPA 40 CFR 260-270.

I. All hazardous lead-bearing waste removed from the site by the Contractor shall be containerized in lined roll-offs or barrels. Store waste materials in U.S. Department of Transportation (49 CFR 178) approved containers. Properly label and placard each container to identify the type of waste (49 CFR 172) and the date the container was filled. The disposal containers shall be labeled with a six inch square, yellow, weatherproof, hazardous waste sticker in accordance with U.S. DOT regulations, by the Contractor.

J. The Contractor may not store containerized hazardous lead waste on the job site for in excess of 90 calendar days from the accumulation start date.

K. When required to dispose of hazardous waste, the Contractor shall utilize a certified/permitted transporter for hazardous waste in compliance with USDOT 49 CFR Part 172 and USEPA 40 CFR 260-274 and a permitted hazardous waste treatment storage disposal facility (TSDF) in compliance with USEPA 40 CFR 260-274.

L. The Contractor shall complete a Uniform Hazardous Waste Manifest, EPA Form 8700-22, and submit to the Project Monitor for review and generator sign-off prior to each load of hazardous waste scheduled to leave the site. Completed copies of the manifest shall be delivered by the Contractor to the Project Monitor within 30 calendar days following the date the load leaves the site.

M. When all necessary procedures have been completed, then the hazardous waste shall be shipped to the hazardous waste disposal facility.

N. Any spillage of debris during disposal operation, i.e., loading, transport and unloading, shall be cleaned up in accordance with the Code of Federal Regulations, Title 40, Chapter 1, Part 25, Subparts C and D, at the Contractor's expense.

O. The Contractor is liable for any fines, costs or remediation costs incurred as a result of the failure to be in compliance with this special provision and all federal, state and local laws.

END OF SECTION

SECTION 028433 - PCB REMEDIATION

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

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

EPA PCB Regulations 40 CFR Part 761

PCB Bulk Product Waste Reinterpretation Memorandum (October 24, 2012)

CTDEEP PCB Regulations 22a-463 through 469

CTDEEP Remediation Standards Regulations 22a-133k-1 through 3

1.2 DESCRIPTION

Work under this item shall include the abatement of: PCB-containing caulk and glazing putty (Federally-regulated PCB) and removal of abutting building materials as identified in the Contract Plans that are contaminated with PCBs.

The work shall be performed by persons who are knowledgeable, qualified, trained and licensed in the removal, treatment, handling, and disposal of PCB contaminated wastes and the subsequent cleaning of the affected environment. Where areas to be abated contain materials with PCBs and asbestos the workers shall also have all the required asbestos licensing/training as required in Specification Section 028200.

1.2.1 REQUIREMENTS

Federally-regulated PCB-containing caulk and/or glazing putty (classified as PCB Bulk Product Waste) are defined as any building material manufactured with total PCB concentrations ≥50 mg/kg by weight. All Federally-regulated caulk and glazing putty shall be removed by the Contractor and all associated porous building materials in contact with the subject caulk and glazing shall be removed by the Contractor to a depth as specified unless otherwise indicated by the PCB Engineer that more material requires removal.

Caulks and window glazing putty which are to be treated as ≥ 50 mg/kg at the Manchester Washington School:

- **Window glazing putty scheduled to be disturbed during the window replacement**
- **Window caulk scheduled to be disturbed during the window replacement**

NOTES:

- **Any window frame abutting the subject caulk shall be removed and disposed of as PCB Bulk Product Waste.**
- **The *PCB Bulk Product Waste Reinterpretation Memorandum* issued October 24, 2012 is being utilized for waste management and disposal.**
- **The caulk and window glazing putty also contain asbestos. Therefore the workers shall also have all the required asbestos licensing/training as required in Specification Section 028200.**

The Owner shall hire a PCB Engineer for the duration of the PCB abatement work. The PCB Engineer shall provide a Project Monitor to oversee the activities of the Contractor.

These Specifications govern all work activities that disturb PCB-containing caulk and window glazing putty and associated building material. All activities shall be performed in accordance with, but not limited to, OSHA Regulation 29 CFR 1926, EPA PCB Regulation 40 CFR Part 761 and RCSA 22a-463 through 22a-469 inclusive.

This Specification will be utilizing the *PCB Bulk Product Waste Reinterpretation Memorandum* issued October 24, 2012 to designate building material (i.e. substrate) "coated or serviced" with PCB Bulk Product Waste at the time of designation for disposal to be managed as a PCB Bulk Product Waste. Therefore, PCB Remediation Waste (>1 mg/kg) generated during this abatement (window framing, etc) will be disposed of as PCB Bulk Product Waste (>50 mg/kg) as these building materials are still "coated or serviced" with the PCB Bulk Product Waste.

Abatement work shall include the removal, transportation, and disposal of all PCB Wastes as identified on the Contract Documents and Specifications prior to any phased or planned renovation/demolition work involving the subject PCB areas. All PCB abatement material shall be disposed of by the Contractor as PCB Bulk Product Waste in accordance with 40 CFR Part 761.

Deviations from these Specifications require the written approval from the Owner.

1.3 DEFINITIONS

1.3.1 Contaminant Zones

Contaminant zones are those areas of active abatement and the waste storage area.

1.3.2 Abatement

The removal of PCB contaminated caulks/glazes and associated building materials in the manner specified in this section.

1.3.3 Federally-Regulated PCB Bulk Product Wastes

Federally-regulated PCB Bulk Product Waste, as defined in §761.3, means waste derived from manufactured products containing PCBs in a non-liquid state, at any concentration where the concentration at the time of designation for disposal is ≥50 ppm PCBs.

1.3.4 Non-federally or State Regulated PCB Waste

Non-federally or state regulated PCB waste means waste derived from manufactured products containing PCBs in a non-liquid state, at any concentration where the concentration at the time of designation for disposal is >1 mg/kg and < 50 mg/kg PCBs.

1.3.5 PCB Waste

PCB waste means PCB-containing caulk and glazing (Federally-regulated and non-federally or state regulated PCB) and impacted abutting building materials to the subject caulk and glazing.

1.3.6 Remedial Action Level

Concentration to which PCB contaminated building materials must be removed to verify completion of the abatement work.

1.3.7 PCB Contaminated Building Materials

Consists of those caulks and window glazing putty identified as PCB Bulk Product Wastes and/or non-federally regulated materials. Also may include the building materials in which the caulks and window

glazing putty are in contact with which includes, but not limited to, window frames, window glass, brick, concrete, mortar, metal, and stone/or window sills.

1.3.8 Suitable Waste Storage Container

A container in which PCB wastes are placed for storage prior to transport offsite for disposal that is water tight, lined, and equipped with a cover that prevents the infiltration of rainwater into the container.

1.3.9 Verification and Reoccupancy Sampling

Sampling performed by the Project Monitor to determine the completion of abatement activities as per the PCB Site Remedial Plan.

1.3.10 Waste Storage Area

The secured location in which the Contractor shall store PCB wastes prior to offsite transport for disposal. The Contractor shall consult with the Owner and the PCB Engineer to identify the location of Waste Storage Areas prior to generating any wastes. This area shall be secured and signed by the Contractor.

1.3.11 PCB Engineer

Responsible for overseeing PCB abatement work and for performing and evaluating verification and reoccupancy sample data on behalf of the Owner. The PCB Engineer shall be represented daily onsite by the Project Monitor.

1.3.12 Owner

The Owner is the Manchester School Building Committee, as further defined in the General Conditions.

1.3.13 Project Monitor

The onsite representative for the PCB Engineer responsible for overseeing daily work activities. The Project Monitor shall approve all containments prior to performance of abatement work; perform sampling during and after abatement activities, and for verifying that abatement has been successfully performed and allowing containments to be removed for reoccupancy.

1.4 SUBMITTALS

Prior to the performance of the work described in this section the Contractor shall submit to the Owner and Construction Administrator the following on the schedule indicated:

1.4.1 The following must be provided to the Owner, Construction Administrator, and the PCB Engineer within seven (7) days after execution of the Contract.

As related to the PCB abatement work, site-specific Health and Safety Plan including the Emergency Response Plan and provisions for decontamination and a contingency plan for unforeseen emergencies. The Owner or PCB Engineer shall review such a plan only to determine if the plan meets basic regulatory requirements and the minimum requirements of these Specifications. The review will not determine the adequacy of the plan to address all potential hazards, as that remains the sole responsibility of the Contractor.

A Contractor Site PCB Work Plan describing the containment and air monitoring that will be employed during abatement activities. This work plan should also include information on how and where wastes will be stored and disposed of, and on how field equipment will be decontaminated.

Current certification of employee's OSHA health and safety training (HAZWOPER).

Certification of additional required health and safety training for Supervisors.

Qualifications and experience of the Site Safety Officer (SSO).

1.4.2 Prior to any worker accessing the site to perform the work described in this section, the Contractor shall provide documentation, typed on company letterhead and signed by the Contractor, certifying that all employees assigned to the PCB abatement work listed therein have received the following:

Medical monitoring within the previous twelve (12) months, as required in 29 CFR 1910.120;

Respirator fit testing within the previous twelve (12) months as detailed in 29 CFR 1910.134 (for all employees who must also don a tight-fitting face piece respirator).

1.4.3 At least seven (7) days prior to performing any abatement work that shall generate PCB wastes, the Contractor shall submit copies of the EPA/State-approved permits for the proposed Chemical Waste landfill and a waste profile approved by the proposed landfill indicating that the waste materials to be generated are acceptable to the facility.

1.4.4 Seven (7) days prior to the start of abatement work, material information for any proposed encapsulant indicating that these materials conform to the specifications contained within, if applicable.

1.4.5 No abatement shall commence until a copy of all required submittals have been received and found acceptable to the Owner and the PCB Engineer. Those employees added to the Contractor's original list will be allowed to perform work only upon submittal, and receipt of, all the above required paperwork to the Owner and PCB Engineer.

1.4.6 Copies of all permits, licenses, certifications, including but not limited to, manifests and/or bill of lading for the removal, transport, and disposal of PCB waste material shall be submitted to the Owner and PCB Engineer no later than five (5) business days after the Contractor receives such documents.

1.4.7 Notice shall be provided to the Owner and the PCB Engineer at least five (5) business days prior to the start of work under this Specification. Such notice shall include an estimated completion date. If this work is phased over the duration of the project, then such notification requirements shall apply to each phase.

1.4.8 Two weeks prior to the start of the project, a pre-abatement meeting will be held between the owner’s representative, the contractor and the environmental consultant to discuss submittals and the scope of the work.

1.5 REGULATORY REQUIREMENTS

1.5.1 All abatement and decontamination wastes are to be handled and stored in accordance with the provision of 40 CFR Part 761 Subpart D. The Contractor shall be responsible for all costs associated with investigation and remediation of any releases due to their failure to handle abatement wastes in accordance with the regulatory requirements.

1.6 DELIVERY AND STORAGE

1.6.1 The Contractor shall deliver and store materials in a manner to prevent contamination, segregation, freezing, and other damage.

1.7 PROTECTION

1.7.1 Structures and Surfaces

The Contractor shall protect adjacent structures and surfaces from traffic or any other damage. The Contractor shall repair and reestablish damaged building materials that are to remain in place prior to acceptance of the work.

PART 2 PRODUCTS

2.1 All materials shall be delivered to the job site in the original packages, containers, or bundles bearing the name of the manufacturer, the brand name and product technical description.

2.2 No damaged or deteriorating materials shall be used. If material becomes contaminated with PCBs, the material shall be disposed of as PCB waste material. The cost to dispose of this material shall be at the expense of the Contractor.

2.3 Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating six (6) mil thickness.

2.4 Tape (or equivalent) capable of sealing joints in adjacent polyethylene sheets and for the attachment of polyethylene sheets to finished or unfinished surfaces must be capable of adhering under both dry and wet conditions.

2.5 Containers for storage, transportation and disposal of PCB-containing waste material shall be impermeable and both air and watertight.

2.6 Labels and warning signs shall conform to OSHA 29 CFR 1926, USEPA 40 CFR Part 761, CTDEEP 22a-463 through 469, and USDOT 49 CFR Part 172 as appropriate.

2.7 Any planking, bracing, shoring, barricades and/or temporary sheet piling, necessary to appropriately perform work activities shall conform to all applicable federal, state and local regulations.

2.8 Air filtration devices and vacuum units shall be equipped with HEPA filters.

PART 3 EXECUTION

3.1 General Requirements for PCB Containing Building Material Abatement.

All labor, materials, tools, equipment, services, testing, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these Specifications shall be provided by the Contractor. The Contractor shall be prepared to work all shifts and weekends throughout the course of this work.

Prior to beginning work per these Specifications, the PCB Engineer and Contractor shall perform a visual survey of each work area and review conditions at the site for safety reasons. In addition, the Contractor shall instruct all workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this work.

3.2 Prior to the performance of any abatement work, the Contractor shall perform the following tasks.

Shutdown and isolate heating, cooling, and ventilating air systems to prevent contamination to the other areas of the buildings.

Shut down and lock out electrical power, including all receptacles and light fixtures, when feasible. The use or isolation of electrical power will be coordinated with all other ongoing uses of electrical power at the site.

Coordinate all power and fire alarm isolation with the appropriate representatives.

3.3 Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.

3.4 Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.

3.5 The PCB Engineer will provide a Project Monitor to oversee the activities of the Contractor. No PCB abatement work shall be performed until the Project Monitor is on-site.

3.6 All exterior abatement areas are to be established in largely the same manner.

The abatement Contractor shall establish a Regulated Area where removal actions are being performed. Only properly trained personnel associated with the removal or abatement will be allowed within the Regulated Areas that will be established by placing barriers with signs indicating that access to the area is restricted. Place one layer of six (6) mil poly on the ground to extend fifteen (15) feet out from the school building. The Contractor's site supervisor will maintain the Regulated Areas and escort unauthorized personnel from the area promptly. Only those personnel actively working on the removal or abatement, will be allowed within the Regulated Area and they shall be equipped with appropriate Personal Protective Equipment (PPE).

The Contractor shall pre-clean the work areas using HEPA filtered equipment (vacuum) and/or wet methods as appropriate, collecting and properly containing all dust and debris identified as PCB Waste. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

The Contractor shall establish remote to the Regulated Area, a Worker Decontamination Enclosure System consisting of a Shower Room and Clean Room in series.

The Shower Room shall be of sufficient capacity to accommodate the number of workers. One shower stall shall be provided for each eight (8) workers. Showers shall be equipped with hot and cold or warm running water through the use of electric hot water heaters supplied by the Contractor. No worker or other person shall leave a Regulated Area without showering. **Shower water shall be collected and stored in a 55 gallon drum and marked with "PCB containing signage".**

The Contractor shall ensure that no personnel or equipment be permitted to leave the Regulated Area until proper decontamination procedures (including HEPA vacuuming, wet wiping and showering) to remove all PCB debris have occurred. No PCB-contaminated materials or persons shall enter the Clean Room.

3.7 Personnel Protection

The Contractor shall utilize all appropriate engineering controls and safety and protective equipment while performing the work in accordance with applicable OSHA, USEPA, USDOT, CTDEEP, CTDPH regulations, and other Contract provisions.

The Contractor shall provide and require all workers to wear protective clothing in the Regulated Areas where PCB contamination exists or is likely to exist. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

Respiratory protection shall be provided and selection shall conform to the requirements of OSHA 29 CFR 1910.134 and 42 CFR Part 84. A formal respiratory protection program must be implemented in accordance with 29 CFR 1910.134.

All other necessary personnel protective equipment (i.e. hardhat, work boots, safety glasses, hearing protection, etc.) required to perform the PCB abatement work activities shall conform to all applicable federal, state and local regulations and other applicable provisions of the Contract.

All other qualified and authorized persons by the Owner and/or Contractor entering into a Regulated Area shall be required to adhere to the requirements of personnel protection as stated in this section and all other applicable provisions of the Contract. All unqualified and unauthorized persons shall be escorted outside of the Regulated Area and if due to other provisions of the Contract, escorted outside of the project site during the PCB work

.

3.8 PCB Abatement Procedures

The Contractor's Site Supervisor, as the OSHA Competent Person shall be at the site at all times during the performance of abatement work.

The Contractor shall not begin abatement work until authorized by the Project Monitor, following a pre-abatement visual inspection.

No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in a Regulated Area.

Remove any stops on the inside of windows to be worked on. Place poly on the inside of the windows. Remove ventilation windows intact and to the outside without disturbing window glazing putty. Abate caulk from around windows, doors and columns. Perform all abatement from the exterior. Perform all work in compliance with OSHA and EPA and DEEP regulations. If there are visible emissions make every effort to minimize. At last resort, set up a poly containment with engineering controls and negative pressure..

During removal, the Contractor shall spray PCB containing building materials with water using airless spray equipment capable of providing a "mist" application to reduce airborne dust. Hose length shall be sufficient to reach all of the Regulated Area. Do not "flood" the area with hose type water supply equipment with the potential to create water releases from the regulated area.

The Contractor shall employ mechanical methods such as cutting, grinding, and pneumatic hammers to remove PCB contaminated wastes. The Contractor shall be responsible for all costs associated with decontamination and remediation in the case of a containment breach.

In order to minimize PCB concentrations inside the Regulated Area, the Contractor shall remove the materials in manageable sections. In addition, PCB Waste materials removed from any elevated level shall be carefully lowered to the ground.

The Contractor shall promptly place the PCB Waste material in disposal containers (six (6) mil polyethylene bags/ poly-lined dumpsters, etc.) as it is removed. Large components removed intact may be wrapped in one (1) layer of six (6) mil polyethylene sheeting secured with tape. As the disposal containers are filled, the Contractor shall promptly seal the containers, apply caution labels and clean the containers before transportation to the airlock. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Small components and PCB Waste material with sharp-edged components (e.g. nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in clean drums and sealed with locking ring tops. Drums may not be

placed intact into final waste disposal containers intact and may be reused by the Contractor after the contents have been emptied. However, any drums use to handle wastes must be broken down and disposed of properly with other PCB wastes.

All waste containers shall be leak-tight. Containers, collected **including the drum(s) filled with shower water**, shall be decontaminated by wet cleaning and HEPA vacuuming prior to exiting the regulated area. Wet clean each container thoroughly before moving to a Waste Holding Area.

If at any time during PCB Waste removal, the Project Monitor should suspect contamination of areas outside the Regulated Area, the Contractor shall immediately stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas.

After completion of abatement work, all surfaces from which PCB Waste has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material. Cleaning shall also include the use of HEPA filtered vacuum equipment.

The Contractor shall also remove and containerize all visible accumulations of PCB Waste and/or PCB contaminated debris which may have splattered or collected on the polyethylene engineering controls/barriers.

The Contractor shall clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet sponging or wiping before moving such items for final cleaning and removal to uncontaminated areas.

The Contractor shall remove contamination from scaffolding, ladders, extension cords, hoses and other equipment inside the Regulated Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning.

Once the Regulated Area surfaces have dried, the Project Monitor shall perform a thorough post abatement visual inspection. The Project Monitor will visually inspect the Regulated Area to determine that the Contractor has sufficiently decontaminated and removed any dust that might contain PCBs. All surfaces within the Regulated Area, including but not limited to ledges, beams, and hidden locations shall be inspected for visible residue. Evidence of dust contamination that would be indicative of PCB contamination identified during this inspection will necessitate further cleaning as heretofore specified. The area shall be re-cleaned at the Contractor's expense, until the standard of cleaning is achieved.

Once the area has received a satisfactory post-abatement visual inspection, any equipment, tools or materials not required for completion of the work, shall be removed by the Contractor from the Regulated Area.

3.9 Post-Abatement Verification/Reoccupancy Procedures (where applicable)

<u>Federally-Regulated PCB-Containing Materials</u>

In work areas where federally regulated PCB caulks have been removed and no associated building materials substrate impact has been identified, such that all of the associated building material substrates are to remain in place or all associated impacted substrates are to be removed, the remedial standard to be achieved is appropriate cleaning of the substrate such no visible caulking/glazing/paint residue remains. The Project Monitor shall perform the visual inspection to verify appropriate cleaning.

3.10 Post Abatement Work Area Deregulation

The Contractor shall remove all remaining polyethylene. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process. All waste generated during this disassembly process shall be discarded as PCB Bulk Product Waste.

A final visual inspection of the work area shall be conducted by the Contractors Site Supervisor and the Project Monitor to ensure that all visible accumulations of PCB Waste materials have been removed and that no equipment or materials associated with the abatement work remain.

The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the Owner.

3.11 Waste Disposal

If the Contractor chooses to store PCB Waste onsite prior to transport offsite for disposal, the Contractor shall construct a secured Waste Storage Area at a location agreed to by the Contractor and the PCB Engineer within contract limit lines. The contract limit lines are to be secured as described elsewhere in these Specifications and entry shall be limited to Contractor Personnel only. The Waste Storage Area shall enclose all Suitable Waste Storage Containers actively in use with temporary fencing. The fence shall be marked with a Large M_L mark as specified in 40 CFR Part 761 Subpart C.

Unless otherwise specified by the Owner, all removed materials and debris resulting from execution of this work shall become the responsibility of the Contractor and removed from the premises. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.

Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and shall be taped into place. A single liner may be employed as long as it entirely covers the interior of the waste container.

All containers used to transport PCB Waste for disposal must be marked with a Large M_L mark as specified in 40 CFR Part 761 Subpart C. The signs must be posted so that they are plainly visible.

Ensure all waste containers (bags, etc.) are properly packed, sealed and labeled with USEPA and USDOT shipping labels. For each shipment of PCB Waste, the Contractor shall complete a PCB waste shipment manifest.

Authorized representatives signing waste shipment records on behalf of the generator must have USDOT Shipper Certification training in accordance with HMR 49 CFR Parts 171-180.

Transport vehicles hauling PCB Waste shall have appropriate USDOT placards visible on all four (4) sides of the vehicle.

The Contractor shall dispose of federally regulated PCB Waste as performance based removal of PCB Bulk Product Waste per 40 CFR 761.62 and the *PCB Bulk Product Waste Reinterpretation Memorandum* issued October 24, 2012 at a solid waste landfill permitted under RCRA Title D or at a landfill permitted to receive such wastes (ex. RCRA hazardous landfill, facilities permitted to manage non-hazardous waste subject to 40 CFR 257.5-257.30 & a TSCA approved landfill). State regulated PCB Waste (>1 but <50 mg/kg) will be disposed of at a landfill that is permitted to receive such wastes (ex. solid waste landfill permitted under RCRA Title D, RCRA hazardous landfill & facilities permitted to manage non-hazardous waste subject to 40 CFR 257.5-257.30).

Any PCB Waste materials which also contain other hazardous contaminants shall be disposed of in accordance with the EPA's Resource Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA), and CTDEEP requirements. Materials may be required to be stored on-site and tested by the Project Monitor to determine proper waste disposal requirements.

3.12 Decontamination

The Contractor shall decontaminate all moveable equipment that contacts PCB Wastes in accordance with the procedures specified in §761.79(c). The Contractor shall not remove any equipment from the Contaminant Zone until it has been properly decontaminated.

Specifically, the Contractor shall employ double wash/rinse procedures as specified in 40 CFR Part 761 Subpart S or swab non-porous surfaces that have contacted PCB wastes with a solvent as specified in §761.79(c)(2)(i). The Contractor shall segregate all liquid waste streams and be responsible for characterizing these wastes for disposal purposes. Solid wastes generated during decontamination shall be stored for disposal with the other PCB wastes generated during remediation activities.

The PCB Engineer shall be responsible for ensuring that decontamination procedures are followed and that wastes are appropriately characterized and disposed of properly.

3.13 Project Closeout Data:

Provide the Owner and PCB Engineer, within 30 days after PCB Waste has been disposed of, a compliance package; which shall include, but not be limited to, the following:

3.19.1 Site Supervisor job log;
3.19.2 Completed waste shipment records.

The Contractor shall submit the original completed waste shipment records to the PCB Engineer.

END OF SECTION 028433

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Wood blocking, cants, and nailers.

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

   1. NHLA: National Hardwood Lumber Association.
   2. NLGA: National Lumber Grades Authority.
   3. SPIB: The Southern Pine Inspection Bureau.
   4. WCLIB: West Coast Lumber Inspection Bureau.
   5. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

   1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
   2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
   3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
   4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
   5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Power-driven fasteners.
3. Powder-actuated fasteners.
4. Expansion anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Certified Wood: Lumber and plywood shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
4. Provide dressed lumber, S4S, unless otherwise indicated.

C. Maximum Moisture Content of Lumber: 15 percent, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.

D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.

C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Power-Driven Fasteners: NES NER-272.

C. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.

D. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.5 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Do not splice structural members between supports unless otherwise indicated.

D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Exterior wood cellular PVC trim.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view and for framing exposed to view.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.

1. Include data for wood-preservative treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained. Include chemical-treatment manufacturer's written instructions for finishing treated material.
2. Include copies of warranties from chemical-treatment manufacturers for each type of treatment.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation. Protect materials from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.

B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.

1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

1.7 WARRANTY

A. Manufacturer's Warranty for Cellular PVC Trim: Manufacturer agrees to repair or replace trim that fails due to defects in manufacturing within specified warranty period. Failures include, but are not limited to, deterioration, delamination, and excessive swelling from moisture.

1. Warranty Period: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EXTERIOR TRIM

A. Cellular PVC Trim: Extruded, expanded PVC with a small-cell microstructure, recommended by manufacturer for exterior use, made from UV- and heat-stabilized, rigid material.

1. Basis-of-Design Specification: Subject to compliance with requirements, provide products by: Vycom Corp.; Azek.
   a. Other available products that may be incorporated into the Work include the following:
      1) Fypon Ltd.; Fypon PVC.
      2) Vi-Lux Plastics Inc.; Cellular PVC.

2. Density: Not less than 31 lb/cu. ft. (500 kg/cu. m).
3. Heat Deflection Temperature: Not less than 130 deg F (54 deg C), according to ASTM D 648.
4. Coefficient of Thermal Expansion: Not more than 4.5×10^{-5} inches/inch x deg F (8.1×10^{-5} mm/mm x deg C).
5. Water Absorption: Not more than 1 percent, according to ASTM D 570.
6. Flame-Spread Index: 75 or less, according to ASTM E 84.

2.2 MISCELLANEOUS MATERIALS

A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
1. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
2. For pressure-preservative-treated wood, provide stainless-steel fasteners.
3. For applications not otherwise indicated, provide stainless-steel fasteners.

B. Adhesive for Cellular PVC Trim: Product recommended by trim manufacturer.

C. Sealants: Latex, complying with ASTM C 834 Type OP, Grade NF and with applicable requirements in Section 079200 "Joint Sealants," recommended by sealant manufacturer and manufacturer of substrates for intended application.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonolac.
b. Bostik, Inc.; Chem-Calk 600.
c. May National Associates, Inc.; Bondaflex 600.

2.3 FABRICATION

A. Back out or kerf backs of standing and running trim wider than 5 inches (125 mm), except members with ends exposed in finished work.

B. Ease edges of lumber less than 1 inch (25 mm) in nominal thickness to 1/16-inch (1.5-mm) radius and edges of lumber 1 inch (25 mm) or more in nominal thickness to 1/8-inch (3-mm) radius.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrates of projections and substances detrimental to application.

B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed. Cut to required lengths and prime ends. Comply with requirements in Section 099113 "Exterior Painting."

3.3 INSTALLATION, GENERAL

A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.

B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

2. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
3. Coordinate exterior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

A. Install cellular PVC trim to comply with manufacturer's written instructions.

B. Install trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long except where necessary.

1. Use scarf joints for end-to-end joints.
2. Stagger end joints in adjacent and related members.

C. Fit exterior joints to exclude water. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

3.5 ADJUSTING

A. Replace exterior finish carpentry that is damaged or does not comply with requirements. Exterior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

3.6 CLEANING

A. Clean exterior finish carpentry on exposed and semiexposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

3.7 PROTECTION

A. Protect installed products from damage from weather and other causes during construction.

B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.

1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062013

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Urethane joint sealants.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

C. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.

D. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

E. Field-Adhesion-Test Reports: For each sealant application tested.

F. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.
3. Stain Testing: Use ASTM C 1248 to determine stain potential of sealant when in contact with adjacent substrates.
4. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
5. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
6. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
7. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each kind of sealant and joint substrate.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:

1. Architectural sealants shall have a VOC content of 250 g/L or less.
2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 775 g/L or less.

2.2 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Construction Chemicals, LLC, Building Systems; Sonalastic TX1.
b. Pecora Corporation; Dynatrol I-XL.
c. Sika Corporation U.S.; Sikaflex Textured Sealant.
d. Tremco Incorporated; Dymonic.

2.3 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Construction Chemicals, LLC, Building Systems.
b. Construction Foam Products, a division of Nomaco, Inc.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), or other types as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
    d. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.
    c. Porcelain enamel.
    d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
b. Perform one test for each 1000 feet (300 m) of joint length thereafter or one test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

a. Whether sealants filled joint cavities and are free of voids.
b. Whether sealant dimensions and configurations comply with specified requirements.
c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish and install aluminum architectural windows complete with hardware and related components as shown on drawings and specified in this section.

B. All windows shall be EFCO® Series 2700 Thermal AW-PG110-C Casement. Other manufacturers requesting approval to bid their product as an equal must submit the following information fifteen days prior to close of bidding.
   1. A sample window, 24" (610 mm) x 36" (914 mm) single unit, as per requirements of architect.
   2. Test reports documenting compliance with requirements of Section 1.05.

C. Glass and Glazing
   1. All units shall be factory glazed.

D. Single Source Requirement
   1. All products listed in Section 1.02 shall be by the same manufacturer.

1.02 LABORATORY TESTING AND PERFORMANCE REQUIREMENTS

A. Test Units
   1. Air, water, and structural test unit shall conform to requirements set forth in AAMA/WDMA/CSA 101/I.S.2/A440 – 08 and manufacturer's standard locking/operating hardware and insulated glazing configuration.
   2. Thermal test unit sizes shall be 48" (1219 mm) x 72" (1828 mm). Unit shall consist of a single in-swing casement window.

B. Test Procedures and Performances
   1. Windows shall conform to all AAMA/WDMA/CSA 101/I.S.2/A440 – 08 requirements for the window type referenced in 1.01.B. In addition, the following specific performance requirements shall be met.
   2. Life Cycle Testing
      a. Test in accordance with AAMA 910. There shall be no damage to fasteners, hardware parts, support arms, activating mechanisms, or any other damage that would cause the window to be inoperable. Air infiltration and water resistance tests shall not exceed specified requirements.
   3. Air Infiltration Test
      a. With ventilators closed and locked, test unit in accordance with ASTM E 283 at a static air pressure difference of 6.24 psf (299 Pa).
      b. Air infiltration shall not exceed .10 cfm/SF (.50 l/s•m²) of unit.
   4. Water Resistance Test
      a. With ventilators closed and locked, test unit in accordance with ASTM E 331/ASTM E 547 at a static air pressure difference of 15.0 psf (718 Pa).
      b. There shall be no uncontrolled water leakage.
   5. Uniform Load Deflection Test
      a. With ventilators closed and locked, test unit in accordance with ASTM E 330 at a static air pressure difference of 110.0 psf (5266 Pa), positive and negative pressure.
      b. No member shall deflect over L/175 of its span.
   6. Uniform Load Structural Test
      a. With ventilators closed and locked, test unit in accordance with ASTM E 330 at a static air pressure difference of 165.0 psf (7900), both positive and negative.
      b. At conclusion of test there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or actuating mechanisms, nor any other damage that would cause the window to be inoperable.
   7. Forced Entry Resistance
      a. Windows shall be tested in accordance to ASTM F 588 or AAMA 1302.5 and meet the requirements of performance level. 40.

8. Condensation Resistance Test (CRF)
   a. Test unit in accordance with AAMA 1503.1.
   b. Condensation Resistance Factor (CRF) shall not be less than **43** (frame) when glazed with **0.47** center of glass U-Factor. (See chart at end of section).
9. Condensation Resistance (CR)
   a. With ventilators closed and locked, test unit in accordance with NFRC 500-2010.
   b. Condensation Resistance (CR) shall not be less than **32** when glazed with **0.47** center of glass U-Factor. (See chart at end of section).
10. Thermal Transmittance Test (Conductive U-Factor)
   a. With ventilators closed and locked, test unit in accordance with NFRC 100-2010.
   b. Conductive thermal transmittance (U-Factor) shall not be more than **0.64** BTU/hr•ft^2•°F when glazed with **0.47** center of glass U-Factor. (See chart at end of section).

Glass Comparison Chart				
Glass	**C.O.G.[2] U-Factor**	**U-Factor[1]**	**Frame CRF[3]**	**CR[1]**
1**" IG**	0.47	0.64 BTU/hr•ft²•ºF (3.63 W/m²•K)	43	32
1**" IG**	0.29	0.53 BTU/hr•ft²•ºF (3.00 W/m²•K)	43	33
1**" IG**	0.24	0.49 BTU/hr•ft²•ºF (2.78 W/m²•K)	43	33

[1]U-Factor and Condensation Resistance (CR) are based on a nominal size of 24" (600 mm) x 59" (1500 mm) using NFRC-100, and 500 - 2010. [2]Intercept® Spacer. [3]Based on AAMA 1503.1

C. Project Wind Loads

Structural Performance: Provide aluminum windows capable of withstanding the effects of the following loads, based on testing units representative of those indicated for Project that pass AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Structural Test:

1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour (meters per second) at 33 feet (10 m) above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.

   a. Basic Wind Speed: 85 mph (38 m/s).

2. Deflection: Design glass framing system to limit lateral deflections of glass edges to less than 1/175 of glass-edge length or 3/4 inch (19 mm), whichever is less, at design pressure based on testing performed according to AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Deflection Test or structural computations.

1.03 FIELD TESTING AND PERFORMANCE REQUIREMENTS

A. Windows shall be field tested in accordance with AAMA 502, "Voluntary Specification for Field Testing of Windows and Sliding Glass Doors," using Test Method A.

   1. Cost for all successful tests, both original and retest shall be paid by the owner. All unsuccessful tests, both original and retest, shall be paid by the responsible contractor.

1.04 QUALITY ASSURANCE

A. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.05.

B. Test reports shall be accompanied by the window manufacturer's letter of certification, stating the tested window meets or exceeds the referenced criteria for the appropriate window type.

1.05 REFERENCES

1.06 SUBMITTALS

A. Contractor shall submit shop drawings; finish samples, test reports, and warranties.
   1. Samples of materials as may be requested without cost to owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.

B. An NFRC Component Modeling Approach (CMA) generated label certificate shall be provided by the manufacturer. The label certificate shall be project specific and will contain the thermal performance ratings of the manufacturer's framing combined with the specified glass, and the glass spacer used in the fabrication of the glass, at NFRC standard test size as defined in table 4-3 in NFRC 100-2010.

1.07 WARRANTIES

A. Total Window Installation
   1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total window installation which includes that of the windows, hardware, glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water, and structural adequacy as called for in the specifications and approved shop drawings.
   2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.

B. Window Material and Workmanship
   1. Provide written guarantee against defects in material and workmanship for **5** years from the date of final shipment.

C. Glass
   1. Provide written warranty for insulated glass units that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
   2. Warranty period shall be for **10 (ten)** years.

D. Finish

   1. Warranty period shall be for 5 years from the date of final shipment.
   2. Provide organic finish warranty based on AAMA standard 2604.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aluminum
   1. Extruded aluminum shall be 6063-T6 alloy and tempered.

B. Hardware
   1. Locking handles shall be cam type and manufactured from a white bronze alloy with a US25D brushed finish.

2. Operating Hardware
   a. Precision machined aluminum 5 knuckle butt hinges with Teflon bushings and stainless steel pins.

C. Weather-Strip
1. All weather-strip shall be Santoprene® or equal.

D. Glass
1. Insulated glass shall be 1" thick with a center of glass U-Factor of .047 constructed as follows:
   a. Exterior lite - 1/4" thick, Clear, Low E glass (annealed, H.S. Temp)
   b. Air space of 1" inch.
   c. Interior lite - 1/4" thick, Clear, glass (annealed, H.S. Temp),

E. Thermal Barrier
1. All exterior aluminum shall be separated from interior aluminum by a rigid, structural thermal barrier. For purposes of this specification, a structural thermal barrier is defined as a system that shall transfer shear during bending and, therefore, promote composite action between the exterior and interior extrusions.
2. The perimeter frame thermal barrier shall be thermal struts, consisting of glass reinforced polyamide nylon, mechanically crimped in raceways extruded in the exterior and interior extrusions.
3. The sash and intermediate rails shall be poured and debridged thermal barrier made of two-part polyurethane.

2.02 FABRICATION

A. General
1. All aluminum frame and vent extrusions shall have a minimum wall thickness of .125" (3 mm).
2. Mechanical fasteners, welded components, and hardware items shall not bridge thermal barriers. Thermal barriers shall align at all frame and vent corners.
3. Depth of frame and vent shall not be less than 2" (50 mm).

B. Frame
1. Frame components shall be mortise and tenon. Other means of mechanically fastening, i.e., screws shall not be permitted.

C. Ventilator
1. All vent extrusions shall be tubular.
2. Each corner shall be mitered, reinforced with an extruded corner key, hydraulically crimped, and "cold welded" with epoxy adhesive.
3. Each vent shall utilize two rows of weather stripping installed in specifically designed dovetail grooves in the extrusion. The exterior gasket will be omitted at the vent bottom rail for project-out vents and at the vent top rail for project-in vents, allowing air to pressure equalize the void between the vents and frame.

D. Glazing
1. All units shall be glazed with the manufacturer's standard sealant process provided the glass is held in place by a removable, extruded aluminum, glazing bead. The glazing bead must be isolated from the glazing material by a gasket.
2. All units shall be glazed with a minimum of 1/2" glass bit.

E. Finish

1. Organic Finish all exposed areas of aluminum windows and components with 50% PVDF Ultraflur™. Color shall be **Bone White**.

AA Description	**Description**	**AAMA Guide Spec.**
AA-M12-C42-R1X	50% PVDF Ultraflur™	2604-98

PART 3 EXECUTION

3.01 INSPECTION

A. Job Conditions
   1. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface, and are in accordance with approved shop drawings.
   2. Provide for manufacturer representation to conduct pre-installation site meeting.

3.02 INSTALLATION

A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.

B. Plumb and align window faces in a single plane for each wall plane, and erect windows and materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

C. Adjust windows for proper operation after installation.

D. Furnish and apply sealants to provide a weather tight installation at all joints and intersections and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.

3.03 ANCHORAGE

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

3.04 PROTECTION AND CLEANING

A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, etc. Protection from this point shall be the responsibility of the general contractor.