

PROJECT MANUAL AND SPECIFICATIONS

DIVISIONS 00 - 01

GARAGE BAY EXTENSION

FOR THE

**HEBRON PUBLIC SAFETY BUILDING
44 MAIN STREET
HEBRON, CT**

BID # 2023-08

Prepared By:

**TECTON ARCHITECTS PC
34 Sequassen Street, Suite 200
Hartford, CT 06106**

August 30, 2023

PROJECT MANUAL AND SPECIFICATIONS

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**The Hebron Public Building Committee
on Behalf of**

The Town of Hebron



**Town Of Hebron
15 Gilead Street
Hebron, CT 06248**

**(860) 228-5971 Opt. 0
(860) 228-4859 (Fax)**

August 30, 2023

INVITATION TO BID

**BID # 2023-08
Garage Bay Extension
Hebron Public Safety Building**

Town of Hebron

Proposals due:

Friday, October 20, 2023, by 2:00 p.m.

QUESTIONS CONCERNING PROPOSAL:

E-MAIL: atierney@hebronct.com

TOWN of HEBRON

Legal Notice Bid #2023-08

**GARAGE BAY EXTENSION
PUBLIC SAFETY BUILDING
44 MAIN STREET
HEBRON, CONNECTICUT**

The Town of Hebron is seeking sealed bids for the **Garage Bay Extension, Public Safety Building, 44 Main Street, Hebron, CT**. Bidding documents are available by contacting the Town Manager's Office, (860) 228-5971 x130, Town Office Building, 15 Gilead Street, Hebron, Connecticut, 06248.

All bids must be sealed and must be received at the Town Manager's Office prior to the due date. Bids shall be submitted to Andrew J. Tierney, Town Manager, Town Office Building, 15 Gilead Street, Hebron, Ct 06248. Proposers shall include (1) printed original and six (6) printed copies and one (1) digital proposal. All bids are due no later than **Friday, October 20, 2023, at 10:00 AM**. Bids must be in a sealed envelope and clearly marked "**Bid #2023-08, Garage Bay Extension, Public Safety Building, 44 Main Street, Hebron, Connecticut**" on the outside of the envelope. The bids will be opened publicly and read aloud at the Town Office Building.

The Scope of Work includes (Excavation, Backfill, Concrete, Cold Formed Metal Framing, Roofing, Metal Siding, Vinyl Siding, Electrical, etc.)

There will be a **Non-Mandatory Pre-Bid Meeting** at the Public Safety Building, 44 Main Street, Hebron, CT **on Tuesday, September 26, 2023, at 2:00 pm**. The Pre-Bid Meeting is not mandatory; however, proposers are encouraged to visit the site in order to be able to familiarize themselves with the project and the site.

Any questions can be directed to Andrew J. Tierney at 860 228-5971 ext. 0. The Town of Hebron will award the bid to the lowest responsible bidder and reserves the right to waive any technical defects in the bids and to reject any bids which do not conform to the terms and conditions in the bid specifications.

The Town of Hebron also reserves the right to reject any or all bids and waive the informalities or irregularities in the bid procedure or bids when it is deemed by the Board of Selectmen that it is in the best interest of the Town to reject.

After opening of the Bids, all Bids shall stand available for acceptance for a period of sixty (60) days.

Bid Security in the form of a certified check or Bid Surety Bond, issued by a bonding company licensed to do business in the State of Connecticut, is required in the amount of ten (10%) percent of the Base Bid amount. Bid security shall be made payable to the Town of Hebron.

A completed AIA A305 Contractor's Qualification Statement shall accompany the bid.

The successful Bidder shall furnish the Town of Hebron on the forms specified, prior to the execution of the contract, a performance and payment bond in an amount not less than one hundred percent (100%) of the Contract Sum.

The Town of Hebron is an Affirmative Action, Equal Opportunity Employer.

The Contractor and all Sub-Contractors must comply with the State Prevailing Wage Provisions (C.G.S. 31-53).

All Bidding Contractors must comply with DAS Contractor Prequalification requirements (C.G.S. 4a-100).

The Contractor must comply with the CHRO-Affirmative Action Requirements (C.G.S. 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

The Contract is subject to state set aside and contract compliance requirements.

The Contract is funded by the American Recovery Act ("ARPA"). The bidder is advised to review the Instructions to Bidders and the contract documents for ARPA required contract provisions and certifications.

The Town of Hebron reserves the right to reject or accept any or all Bids and to waive any informalities, omissions, excess verbiage or technical defects in the building if, in the opinion of the Town of Hebron, it would be in their best interest to do so.

**INSTRUCTIONS TO BIDDERS
TOWN OF HEBRON, CONNECTICUT 06248**

**GARAGE BAY EXTENSION
PUBLIC SAFETY BUILDING
44 MAIN STREET
HEBRON, CONNECTICUT
RFP #2023-08**

The following instructions and specifications shall be observed by all Bidders:

I. GENERAL CONDITIONS

INTENT: The name of the Project is Garage Bay Extension, Public Safety Building, 44 Main Street, Hebron, CT.

The purpose of these specifications is to obtain Sealed bids for the **Garage Bay Extension at the Public Safety Building, 44 Main Street, Hebron, CT.**

1. Bid Opening

Sealed bids will be accepted by the Town Manager's Office, Town of Hebron 15 Gilead Street, Hebron, Connecticut 06248 ***no later than*** 2:00 p.m., Friday, October 20, 2023 at which time they shall be publicly opened and read. **Bids received by the Town after the date and time specified will not be accepted.**

2. Withdrawal of Bid

Bids may be withdrawn 60 days after bid opening if no award has been made.

3. Award of Bid

Award of bid shall be made to the lowest responsible bidder. The lowest responsible bidder is that person or firm whose bid to perform is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

The Town of Hebron reserves the right to reject any and all bids, or part of such bid, or waive any defect, irregularity, or informality of any bid when it is determined to be in the best interest of the Town.

Failure to completely fill out the bid form could result in rejection of bid submission. If an option is not available, it should clearly be stated

on the bid form.

4. **Bid Return Envelope**

Bids are to be submitted in an envelope clearly marked with the bid title, bid number and opening date so as to prevent opening a sealed bid prior to the date specified. Any bids not so marked and opened by the Town prior to the date specified shall be rejected.

5. **No Bid**

Failure to return a bid could result in the removal of your firm's name from the Bid List. No Bids and responsive bids could result in your firm's retention on the Bid List. It is very helpful for the Town to obtain a better understanding as to why a vendor decides not to bid. We would appreciate the completion of the "No Bid" form and send it back to us so we can put improvements or changes in place that might be warranted.

6. **Bid Security**

Bid security in the form of a certified check or bid surety bond, issued by a bonding company licensed to do business in the State of Connecticut, is required in the amount of 10% of the base bid. Bid security shall be made payable to the Town of Hebron.

Bids from vendors that have previously failed to satisfactorily complete performance on a contract with the Town, will not be considered.

7. **Acceptance of Subcontractor**

Submission of name of Subcontractor in Bid shall be deemed to constitute an acceptance by Contractor, if awarded the Contract, of Bid of such Subcontractor. Any alteration therein, after award of contract, shall be subject to approval of the Town of Hebron.

8. **Changes and/or Additions**

All changes or additions to these specifications shall only be done by written communication bearing the signature of the Town Manager.

9. **Questions Relating to Specifications**

Any request from prospective bidders for interpretation of meaning of specifications or other contract documents shall be made in writing to the Town

Manager, 15 Gilead St, Hebron, Connecticut 06248, and to be given consideration must be received at least seven (7) days prior to date fixed for opening of bids. If necessary, interpretations will be made in the form of a written Addendum to Bid Documents, which Addenda shall become a part of Contract. Not later than four (4) days prior to date fixed for opening of Bids, Addenda will be provided to all persons who obtained Bid Documents. Failure of any Bidder to receive any such Addenda shall not relieve bidder from any obligation under this bid as submitted.

10. **Equal Opportunity - Affirmative Action**

The successful bidder shall comply in all aspects with the Equal Employment Opportunity Act. All bidders must certify that they agree and warrant that it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation, or physical disability or other basis in any manner prohibited by the laws or ordinances of the United States, the State of Connecticut, or the Town of Hebron. Findings of non-compliance with applicable State and Federal regulations could be sufficient reason for revocation or cancellation of this contract.

The Town of Hebron is an Affirmative Action, Equal Opportunity Employer.

11. **Price and Discounts**

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. In addition to the prices bid each bidder may quote binding discounts which will be considered in making the award. All labor and materials shall be included in the prices quoted on the bid form. Tax exempt certificates are available upon request from the Town of Hebron Finance Office.

12. **Insurance Requirements**

The insurance requirements shall comply with the following listed requirements. Please note that these requirements are also listed in AIA Document, A101-Exhibit A for Insurance and Bond Requirements.

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the Town of Hebron. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the Town of Hebron from additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage

requirements as detailed hereinafter or the Contractor shall secure the coverage of all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the Town of Hebron of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or Subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or Subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurances held by the Town of Hebron.

The Contractor and/or Subcontractor shall provide coverages that are not impaired, or the aggregate is not to be impaired by any other risk, past or present, and the limits required shall be fully available to the Town of Hebron if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and have filed Certificates of Insurance on same with the Town of Hebron and the Town of Hebron has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms

- Brief description of operations performed, and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross-liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)
- 60 day written notice provision

- A deletion of any disclaimer wording relative to providing the holder with notice of cancellation- example: "endeavor to" provide notice or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of OPC shall contain an endorsement naming the Town of Hebron as an Additional Insured, evidence of a Cross Liability endorsement so that each insured's interests are considered and treated separately in the case of claims between the insureds, and an endorsement providing a 60 Day advance Notification to the Town of Hebron in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the Town of Hebron cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Town of Hebron shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Town of Hebron or other parties to the contract.

The Contractor and their Subcontractors shall indemnify and save harmless the Town of Hebron and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees,

volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the Town of Hebron, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense 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; but only to the extent caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all 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 utilities.

The Contractor and/or Subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of their 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 Town of Hebron.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Town of Hebron. Nothing shall limit the Town of Hebron from utilizing the defense of governmental immunity.

INSURANCE REQUIREMENTS:

A. Insurance:

1. The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. The Contractor shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Contractor. Such policy shall name the Town of Hebron as "additional insured".

B. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Bodily Injury per Occurrence
\$1,000,000 Property Damage per Occurrence
\$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:
X (Explosion), C (Collapse), U (Underground damage).

C. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence
\$1,000,000 Property Damage per Occurrence
\$1,000,000 Combined Single Limit

- D. **Owners Protective Liability:** On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:
The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

- E. **Worker's Compensation:**

In accordance with Connecticut State Statutes.
Employers Liability Limit - \$1,000,000.

- F. **Professional liability,**

\$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.

- G. **Labor and Materials Payment Bonds**

A 100% labor and materials payment bond and 100% performance bond in the full amount of the Contract Sum shall be provided by the Contractor at no additional cost to the Owner.

13. **Non-collusive Affidavit and Town of Hebron Code of Ethics Policy**

Any act or acts of misrepresentation or collusion shall be the basis for disqualification of any bid or proposal submitted by such person or company guilty of said misrepresentation or collusion. If the bidder has made any misrepresentations or has been involved in collusion and such conduct is discovered after the execution of an Agreement with the Town, the Town may cancel the Agreement without incurring liability, penalty, or damages. The attached Non-collusive Affidavit of Proposer form and acknowledgement of the Town Code of Ethics Policy must be submitted with the formal bid proposal.

14. **Severability**

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

15. **Prevailing Wage Provisions**

The Contractor and all Sub-Contractors must comply with State Prevailing Wage Provisions (C.G.S. 31-53).

19. **DAS Contractor Prequalification Requirements**

All Bidding Contractors must comply with DAS Contractor Prequalification requirements (C.G.S 4a-100.)

20. **CHRO-Affirmative Action Requirements**

The Contractor must comply with the CHRO-Affirmative Action requirements (C.G.S. 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

21. **American Recovery Plan (“ARPA”)**

The Project is funded by ARPA. As such APRA contract requirements and certifications apply to this Project. The contractual requirements are stated in the modified AIA A101-2017 agreement, as modified. The Contractor shall be required to submit with its bid the following ARPA certifications: Certificate of Debarment/Suspension; Certificate Regarding Lobbying by Contractor; Certificate Regarding Procurement of Recovered Materials; Certificate Regarding Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; and Certificate Regarding Domestic Purchase of Goods Products or Materials.

22. **Form of Contract**

The successful bidder, if any, shall execute the attached AIA A101-2017 agreement between Owner and Contractor, as modified, the AIA A201-2017 General Conditions, and the AIA A101-2017, Exhibit A, without condition, exception, or modification. By submitting a bid, the Contractor warrants that it shall execute the attached agreement, general conditions, and exhibits without condition, exception, or modification.

II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS

1. **Completion Date**

The successful bidder must complete the project within **180 days after signing of the contract by both parties.** Failure to comply with this deadline will result in a fine of **\$500** per day for every day the vendor fails to comply with the deadline.

2. **Rejection of Bids**

Any bid received that does not contain the information requested in bidder's qualifications shall be rejected. The Town reserves the right to waive certain missing information if it does not have a bearing on the overall decision to award the bid.

3. **Specifications**

See Table of Contents section of this Project Manual for description of Specification Sections.

TOWN OF HEBRON
Department of Finance
NON-COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition;
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the proposal and make an award in accordance therewith.

<hr/>	<hr/>
Legal Name of Proposer/Firm	Business Address
<hr/>	<hr/>
Signature and Title	Date
<hr/>	
Printed Name of Title Person	

Subscribed and Sworn to me this ____ day of _____, 20__.

Notary Public
My Commission Expires

Hebron Code of Ethics

Effective November 5, 2019

I. Persons Governed by this Code

This code shall apply to all Town officials, officers, and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest***: A conflict between one’s obligation to the public good and one’s self-interest.
- B. ***Financial Interest***: Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. ***Gift***: Anything having value whether in the form of service, loan, tangible property, promise or any other form. However, a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. ***Immediate Family***: Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.

- E. ***Independent Contractor:*** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. ***Personal Interest:*** Any non-monetary benefit, special consideration, treatment, or advantage accruing to persons governed by this code which is not equally available to the general public.

IV. Conflicts of Interest

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated, or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

V. Disclosure and Recusal

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any

action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

VI. Gifts

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

VII. Use of Town Assets

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

VIII. Use of Confidential Information

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

TOWN OF HEBRON
Purchasing Office
15 Gilead St
HEBRON, CT 06248
"NO BID" RESPONSE

Name of Bid/RFP/RFO: _____

Date of Bid Opening: _____

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes _____ No _____

Company name _____

Mailing address _____

Your name _____ Date _____

This may be mailed, faxed, or e-mailed back to us at:

Town of Hebron
Attn: Town Manager's Office
Hebron, CT 06248
Fax: 860 228-4859
E-mail: dlanza@hebronct.com
Thank you for your response.

1.01 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Garage Bay Extension - Public Safety Building
- C. Project Location: 44 Main Street, Hebron, CT 06248
- D. Owner: Town of Hebron (15 Gilead Road, Hebron, CT 06248)
- E. Owner Project Number: Bid # 2023-08
- F. Architect: Tecton Architects (34 Sequassen Street, Suite 200, Hartford, CT 06106)
- G. Architect Project Number: HEB-07-AR

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Tecton Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars
(\$_____).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 (thirty) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:

1. _____ Dollars
(\$_____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Electrical Work: _____.
2. Roofing Work: _____.

1.05 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within **180 (one hundred and eighty) calendar days**.

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.
5. Addendum No. 5, dated _____.

B. Attachments:

1. CHRO Bidder Contract Compliance Monitoring Report
2. A310 Bid Bond.
3. Non-Collusive Affidavit of Proposer
4. AIA A305 Exhibits A-E

1.07 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

B. The undersigned further certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder, and that the contents of the bid shall not be disclosed to anyone other than employees, agents or sureties prior to the official bid opening.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2023.
- B. Submitted By: _____
(Name of bidding firm or corporation)
- C. Authorized Signature: _____
(Handwritten signature).
- D. Signed By: _____
(Type or print name).
- E. Title: _____
(Owner/Partner/President/Vice President).
- F. Witnessed By: _____
(Handwritten signature).
- G. Attest: _____
(Handwritten signature).
- H. By: _____
(Type or print name).
- I. Title: _____
(Corporate Secretary or Assistant Secretary).
- J. Street Address: _____
- K. City, State, Zip: _____
- L. Phone: _____
- M. E-mail: _____
- N. License No.: _____
- O. Federal ID No.: _____
(Affix Corporate Seal Here).

This bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

END OF DOCUMENT

1.01 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Garage Bay Extension - Public Safety Building
- C. Project Location: 44 Main Street, Hebron, CT 06248
- D. Owner: Town of Hebron (15 Gilead Road, Hebron, CT 06248)
- E. Architect: Tecton Architects (34 Sequassen Street, Suite 200, Hartford, CT 06106)
- F. Architect Project Number: HEB-07-AR

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1. _____ Dollars
(\$_____).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 (thirty) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (5%) of the Base Bid amount above:

1. _____ Dollars
(\$_____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

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A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within **180 (one hundred and eighty) calendar days**.

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4. AIA A305 Exhibits A-E

1.07 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

B. The undersigned further certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder, and that the contents of the bid shall not be disclosed to anyone other than employees, agents or sureties prior to the official bid opening.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2023.
- B. Submitted By: _____
(Name of bidding firm or corporation)
- C. Authorized Signature: _____
(Handwritten signature).
- D. Signed By: _____
(Type or print name).
- E. Title: _____
(Owner/Partner/President/Vice President).
- F. Witnessed By: _____
(Handwritten signature).
- G. Attest: _____
(Handwritten signature).
- H. By: _____
(Type or print name).
- I. Title: _____
(Corporate Secretary or Assistant Secretary).
- J. Street Address: _____
- K. City, State, Zip: _____
- L. Phone: _____
- M. E-mail: _____
- N. License No.: _____
- O. Federal ID No.: _____
(Affix Corporate Seal Here).

This bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

END OF DOCUMENT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

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

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

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

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

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

PART IV - Bidder Employment Information

Date:

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

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

DRAFT 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)

«Town of Hebron»
«15 Gilead Street»
«Hebron, CT 06248»

BOND AMOUNT: \$ « »

PROJECT:

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

«Garage Bay Extension - Public Safety Building»
«44 Main Street»
«Hebron, CT 06248»

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.

ADDITIONS AND DELETIONS:

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

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

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

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

Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

(Title)

« »

(Surety) (Seal)

« »

(Title)



DRAFT AIA® Document A305™ – 2020

Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « » and dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

« »

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

« »

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

« »

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

« »

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

« »

- 1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

« »

- 2 If your organization is a partnership, identify its partners and its date of organization.

« »

- 3 If your organization is individually owned, identify its owner and date of organization.

« »

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.

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- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

<< >>

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

<< >>

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

<< >>

§ A.1.3.2 How many full-time employees work for your organization?

<< >>

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

<< >>

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

<< >>

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

<< >>

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

<< >>

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

<< >>

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

<< >>

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

<< >>

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

<< >>

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

<< >>

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

<< >>

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

<< >>

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

<< >>

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

<< >>

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)

<< >>

DRAFT AIA® Document A305™ – 2020

Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « » and dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

« »

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

« »

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

« »

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

« »

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?
(If the answer is yes, provide an explanation.)

« »

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?

« »

- .2 been terminated for any reason except for an owners' convenience?

ADDITIONS AND DELETIONS:

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

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

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« »

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

« »

- .4 filed any lawsuits or requested arbitration regarding a construction project?

« »

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?

« »

- .2 had any business or professional license subjected to disciplinary action?

« »

- .3 been penalized or fined by a state or federal environmental agency?

« »

DRAFT AIA® Document A305™ – 2020

Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by « » and dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Garage Bay Extension
Public Safety Building
44 Main Street
Hebron, CT 06248

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

« »

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

« »

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

« »

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

« »

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

« »

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

« »

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2)

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.

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their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

<< >>

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

<< >>

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

<< >>

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

<< >>

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

<< >>

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

<< >>

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

<< >>

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

<< >>

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

<< >>

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

<< >>

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

<< >>

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

<< >>

§ C.5.2 Surety company name:

<< >>

§ C.5.3 Surety agent name and contact information:

<< >>

§ C.5.4 Total bonding capacity:

<< >>

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

<< >>

DRAFT

AIA® Document A305™ – 2020

Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input checked="" type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

DRAFT AIA® Document A305™ – 2020
Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input checked="" type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

DRAFT AIA® Document A101® – 2017

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 «2023 »
(In words, indicate day, month and year.)

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

«Town of Hebron »« »
«15 Gilead Street »
«Hebron, CT 06248 »
« »

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

« »« »
« »
« »
« »

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

«Public Safety Building Garage Bay Expansion »
« 44 Main Street»
« Hebron, CT 06248 »

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

«Tecton Architects, P.C. »« »
«34 Sequassen Street, Suite 200 »
«Hartford, CT 06106 »
« »

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

TABLE OF ARTICLES

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

EXHIBIT A 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:

(Check one of the following boxes.)

- ☐ [« »] The date of this Agreement.
- ☐ [« »] A date set forth in a notice to proceed issued by the Owner.
- ☐ [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- ☒ «X » The date that both parties have signed this Contract.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« The Contractor acknowledges that time limits stated in the Contract Documents are of the essence of the Contract. The parties agree that if the date of Substantial Completion established herein, as may be amended by Change Order, is not attained, the Owner will suffer material damages, the exact amount of which will be difficult to determine and accurately specify. The Contractor agrees that if Substantial Completion is not achieved within the Contract Time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the following per diem amounts: five hundred dollars (\$500.00) per calendar day. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Construction Manager. Any

liquidated damages not so deducted shall be payable by the Contractor to the Owner, together with interest, from the date of demand. »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

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:

«The period covered by each Application for Payment shall end on the 20th day of the month. »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «20th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30 » days after approval by the Town of Hebron. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«A total of 7% - 5% retained by the Town of Hebron and 2% until CHRO accepts Trade Contractor's Affirmative Action Plan. »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

« »

§ 5.3 Interest

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.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

«Mr. Andy Tierney »
«Town Manager »
«Town of Hebron »
«15 Gilead Street »
«Hebron, CT 06248 »
« »

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

<< >>
<<>>
<< >>
<< >>
<< >>
<< >>

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 8.7 Other provisions:

« § 8.7.1 The Contractor agrees that all persons working on behalf of the Contractor shall obey the rules and regulations established by the Owner and shall obey the reasonable directions of the Owner's employees. The Contractor shall be responsible for the acts and conduct of its employees, Subcontractors, Suppliers, and agents while on the Owner's premises. The Contractor shall take all necessary measures to prevent injury and loss to persons and property located on the Owner's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its employees, Subcontractors, Suppliers, and agents. The Owner reserves the right to approve and /or reject any personnel assigned to any portion of the Project for any reason the Owner deems appropriate in its sole discretion.

§ 8.7.2 If the Contract entails any exposure to a regulated material, including, but not limited to, asbestos or lead, the Contractor certifies that it and each of its subcontractors and their employees shall be certified and trained under all OSHA and other relevant regulations for such Work.

§ 8.7.3 State, federal, or other grant programs may fund some or all of the Work. The Contractor is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the Contractor has not been debarred, suspended, or excluded from any publicly funded project or programs.

§ 8.7.4 The Contractor is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and, if applicable, the Connecticut Fair Employment Practice Law.

§ 8.7.5 Pursuant to Conn. Gen. Stat. Sect. 4a-60, the Contractor agrees and warrants that, in the performance of the Contract, the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or

physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities' (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of section 4a-60 and section 46a-56, 46a-68e, and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor as related to the provisions of this section and section 46a-56. The Contractor shall comply with all applicable affirmative action, equal opportunity and CHRO requirements as provided by applicable law or regulation.

§ 8.7.6 This Contract is above the prevailing wage threshold as defined by Connecticut law, section 31-53, as amended, the Contractor shall include the costs of such wages including all yearly adjustments in the Contract Price. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day

§ 8.7.7 If the Contractor is a non-resident Contractor, then the Contractor and Owner shall comply with all laws established by the state of Connecticut for such non-resident contractors.

§ 8.7.8 Equal Opportunity (ARPA)

The Owner is an Equal Opportunity Employer. As such, the Owner and all Contractors and their subcontractors agree to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and comply with all applicable Federal civil rights laws and implementing regulations.

During the performance of this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend

in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontract

§ 8.7.9 Contract Work Hours and Safety Standards Act for Awards Involving Construction (ARPA)

For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, or subrecipient shall comply with all of the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 3702 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

§ 8.7.10 Rights to Inventions Made Under a Contract or Agreement (ARPA)

For any federally assisted contract awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Contractor, subcontractor, and subrecipient agree to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

§ 8.7.11 Clean Air Act and the Federal Water Pollution Control Act (ARPA)

For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

§ 8.7.12 Debarment and Suspension (ARPA)

This Contract is a covered transaction for purposes of 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Owner . If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

§ 8.7.13 Lobbying (ARPA)

For contracts in excess of \$100,000, Contractor shall file the certification required by 49 C.F.R. Part 20, “New Restrictions of Lobbying”, as provided by the Owner. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Owner.

§ 8.7.14 Procurement of Recovered Materials (ARPA)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247. Information about this requirement, along with a list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

§ 8.7.15 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ARPA)

For any federally assisted contract, the Contractor must certify to the Owner that the Contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

§ 8.7.16 Increasing Seat Belt Use in the United States (ARPA)

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles .

§ 8.7.17 Reducing Text Messaging While Driving (ARPA)

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers .

§ 8.7.18 Publications (ARPA)

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [the Town of Hebron, CT] by the U.S. Department of the Treasury."

»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « 2023 »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« Public Safety Building – Garage Bay Expansion »
« 44 Main Street »
« Hebron, CT 06248 »

THE OWNER:
(Name, legal status and address)

« Town of Hebron, Connecticut »
« 15 Gilead Street »
« Hebron, CT 06248 »

THE CONTRACTOR:
(Name, legal status and address)

« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

☐ ☐

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[☐] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[☐] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance and policy endorsements acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate and policy endorsement evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates and policy endorsement will show the Owner, the Building Committee for the Project, the Architect, and the Architect's consultants, as an additional insureds on the Contractor's Commercial General Liability and excess or umbrella liability, pollution and automobile policy or policies on a primary and non-contributory basis. The Owner, the Building Committee for the Project, the Architect, and Architect's consultants shall be named as additional insureds under the Contractor's Subcontractor's commercial general liability policy, excess policy, automobile policy, and pollution policy on a primary and non-contributory basis.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor, which shall be the sole responsibility of the Contractor to pay.

§ A.3.1.3 Additional Insured Obligations. The Contractor shall cause the commercial general liability coverage (both primary and excess), pollution policy, and automobile policy to include (1) the Owner, the Building Committee for the Project, 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's, the Building Committee, the Architect's, and the Architect's consultants' general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. The Owner, the Building Committee for the Project, the Architect, and Architect's consultants shall be named as additional insureds under the Contractor's Subcontractor's commercial general liability policy or as otherwise described in the Contract Documents on a primary and non-contributory basis.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « one million » (\$ « 1,000,000 ») each occurrence, « one million » (\$ « 1,000,000 ») general aggregate, and « one million » (\$ « 1,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations;
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions; and
- .6 the aggregate limit shall apply to this Project only.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « one million » (\$ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « one million » (\$ « 1,000,000 ») each accident, « one million » (\$ « 1,000,000 ») each employee, and « one million » (\$ « 1,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « five million » (\$ « 5,000,000 ») per claim and « five million » (\$ « 5,000,000 ») in the aggregate. Professional Liability or Errors and Omissions Liability Insurance appropriate to the profession shall be maintained in force for the duration of the Contract. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of services as defined by contract. If coverage is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « five million » (\$ « 5,000,000 ») per claim and « five million » (\$ « 5,000,000 ») in the aggregate. Contractor shall maintain Contractor's Pollution Liability covering losses caused by pollution incidents that arise from the operations of the Contractor under the scope of services. Pollution liability coverage shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically insured, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If Pollution Liability coverage is written on a claims-made basis, any retroactive date applicable to coverage under the policy precedes the effective date of the contract, and continuous coverage must be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning from the time that Work under the Contract is complete.

§ A.3.2.10 Not Used.

§ A.3.2.11 Not Used.

§ A.3.2.12 Not Used.

§ A.3.2.13 Excess/Umbrella: Four Million (\$4,000,000) over all liability coverages.

§ A.3.2.14 Owner's and Contractor's Protective Liability Policy in the amount of one million dollars (\$1,000,000) per occurrence.

§ A.3.2.15 Policies written on a claims-made basis shall have an extended reporting period of three (3) years after final completion of the Project.

§ A.3.2.16 All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the Owner. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the Owner from additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage of all Subcontractors under the Contractor's own policies.

§ A.3.2.17 The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the Owner of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or Subcontractor to any such type and limits of insurance coverage.

§ A.3.2.18 The amount and type of insurance shall not be reduced by the existence of other insurances held by the Owner.

§ A.3.2.19 The Contractor and/or Subcontractor shall provide coverages that are not impaired, or the aggregate is not to be impaired by any other risk, past or present, and the limits required shall be fully available to the Owner if depleted below the required levels during the course of the Contract and/or any extensions thereto.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage**Limits****§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

100% of the Contract Sum

Performance Bond

100% of the Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<< >>

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« Public Safety Building – Garage Bay Expansion
44 Main Street
Hebron, CT 06248 »

THE OWNER:

(Name, legal status and address)

« Town of Hebron, Connecticut »
« 15 Gilead Street »
« Hebron, CT 06248 »

THE ARCHITECT:

(Name, legal status and address)

« Tecton Architects, P.C. »
« 34 Sequassen Street »
« Hartford, CT 06106 »

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13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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 or Owner. 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 or proposal requirements. The Contract Documents executed by both parties shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers.

§ 1.1.1.1 The Owner and Contractor intend that the Contract Documents complement one another. If, and to the extent of, any inconsistency, ambiguity, or discrepancy in the Contract Documents, such inconsistency, ambiguity, or discrepancy shall be resolved based on the greater quantity, higher quality or level of performance, most expensive, more time-consuming item as determined by the Architect. The decision of the Architect shall be final and binding on the parties.

§ 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. The parties acknowledge that the provisions of this Agreement are the subject of arms-length negotiations between parties and agree that no provision of this Agreement shall be construed against the other party by reason of such party having drafted such provision of this Agreement.

§ 1.1.2.1 Nothing contained in this Agreement shall be construed to confer upon any person other than the parties hereto, any rights, remedies, privileges, benefits or causes of action to any extent whatsoever. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute such person a third-party beneficiary of this Agreement or of any one of the terms and conditions of the Contract Documents or otherwise give rise to a cause of action in any person not a party hereto.

§ 1.1.2.2 If any provision contained in the Contract Documents or the application thereof to any person or circumstance shall, for any reason or to any extent be held to be invalid, illegal or enforceable in any respect, all other provisions hereof, as well as the application of the affected provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and shall be construed and enforced to the fullest extent permitted by law as if such invalid, illegal or unenforceable provision had never been included in the Contract Documents, it being intended that each of the provisions of the Contract Documents shall be severable.

§ 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 including Contractor's obligations during the correction period provided for in Section 12.2. 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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. The Contractor acknowledges that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required for the completion of the Work in accordance with all applicable laws, codes and professional standards.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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. It shall be the Contractor's responsibility in formulating trade packages and subcontracting portions of the Work to arrange or group items of Work under particular trades to conform to then-prevailing customs of the trade, and in accordance with applicable requirements of law. The Owner shall have no liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or subdivision of Work in the Contract Documents. In the event of any claim arising out of any duplication, conflict, inconsistency, or discrepancy within the Contract Documents as to the allocation of the Work among the Subcontractors and Contractor's own forces, the Contractor shall be solely responsible for resolving the claim and shall be responsible for ensuring that all the Work is completed regardless of where it appears in the Contract Documents.

§ 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. 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 and Owner.
 - .6 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, more time-consuming Work, as determined by the Architect, will be assumed to be and shall be included in the Contract Sum. The Contractor shall not proceed with such Work until the Architect and Owner have been contacted for clarification and proper direction.
 - .7 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of the Specifications if a higher or more detailed standard is imposed thereby. Obtain such written instructions and maintain on the Project with the Specifications.
 - .8 Schedules of materials in various sections of the Contract Documents are furnished to assist the Contractor. Contractor shall verify the schedules with the Contract Documents and shall provide any additional materials indicated on the Contract Documents but not included in the schedules. The greater quantity or highest quality will govern as determined by the Architect.

§ 1.2.4 The Contractor shall not take advantage of obvious error or apparent discrepancy in the Contract Documents. Notice of any 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.

§ 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 Unless otherwise provided in the agreement between Owner and Architect or by applicable law, 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees

§ 1.7 Contractor's Knowledge

The terms "knowledge," "recognize," "discover," and "observe," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor shall be interpreted to mean that which (1) the Contractor knows, recognizes, discovers and observes, and (2) the Contractor should, in exercising the care, skill, and diligence required by the Contract Documents, know, recognize, discover or observe, as the case may be. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a party familiar with the Project and exercising the care, skill, and diligence required by the Contract Documents (including any Work that the party should be able to reasonably anticipate or infer based on Contract Documents then existing).

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 Intentionally Omitted.

Intentionally Omitted.

Intentionally Omitted. Intentionally Omitted.

Intentionally Omitted.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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 any other necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 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.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 If requested by the Contractor in writing, 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 Owner does not warrant such information and the Contractor shall satisfy itself as to the accuracy of such information. In all events, Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 in the Owner's possession 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.

§ 2.3.6 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.

§ 2.3.7 To the extent Owner provides Contractor with tests, studies, soils investigation reports, maps or other reports in connection with site or material conditions, other than the Contract Documents, such tests, studies and reports shall be deemed to be for the benefit of Owner. Owner shall not be responsible for nor assume any responsibility for any conclusions that Contractor may draw. Contractor waives any claims of any kind or nature including but not limited to claims for delay, impact, additional compensation, inaccuracy, misrepresentation, inappropriateness, or incompleteness arising from or relating to such items.

§ 2.4 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 fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to and not in restriction of any of Owner's other rights under this Contract

§ 2.5 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 including without limitation the failure by the Contractor to diligently and continuously perform the Work so as not to cause a delay in the date of Substantial Completion or the failure to achieve a milestone date, and fails within a three-day period after receipt of 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 default or neglect including but not limited to commencing and continuing to carry out the Work by whatever means the Owner deems expedient. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses, including attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 and prequalified pursuant to applicable law 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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited and carefully examined the site and that the Contractor is thoroughly familiar with the nature and location of the Work, the specific local conditions under which the Work is to be performed, seasonal and weather-related conditions, and all matters which may affect the Work or its performance, including but not limited to supply chain, material availability, and correlated such personal observations with requirements of the Contract Documents.. The Contractor represents that as a result of such examination and investigation, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable conditions, codes,

ordinances, laws, regulations and rules as they apply to the Work, and will abide by same at no additional cost to the Owner.

§ 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 2.3.4, 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 for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. The Contractor shall promptly report to the Architect and Owner 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 and Owner 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 The Contractor shall conduct its inspection and review of the Contract Documents as provided in 3.2.2 well in advance of the Work as to afford the Architect sufficient time to correct or otherwise supplement the Contract Documents in the event of an error, omission, or inconsistency therein. The Contractor shall also allow sufficient time for the Contractor to assess the impact of such error, omission, or inconsistency and for the Owner to evaluate same. 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 submit 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, subject to Section 15.1.7, 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.

§ 3.2.5 After reporting to the Architect any error, inconsistency, or omission the Contractor may discover in its review of the Contract Documents, the Contractor shall not proceed with any Work so affected without the Architect's written modification to the Contract Documents unless otherwise directed in writing by the Owner. If the Contractor proceeds with the Work so affected prior to the Architect's written response or written direction from the Owner, then Contractor shall be responsible for the cost of remedial work in the event the Contractor's actions are inconsistent with the Architect's written modification(s) to the Contract Documents or written direction from the Owner.

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in its

administration of the Contract, by the activities or duties of the Owner or by inspections, tests, or approvals required or performed under the Contract Documents by persons other than the Contractor.

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

3.3.5 The Contractor shall inspect all materials delivered to the jobsite and reject, within two (2) business days after receiving delivery of such materials, any materials that will not conform with the Contract Documents when such materials are properly installed.

3.3.6 If any of the Work is required to be inspected or approved by any authority with jurisdiction, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner or Architect shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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. The Contractor shall be responsible for determining that all materials and equipment furnished for the Work meet all requirements of the Contract Documents. Any additional cost, or any loss or damage arising from the substitution or proposed substitution of any material, equipment, or method for those originally specified shall be borne by the Contractor, including costs of any structural, mechanical, electrical, architectural, or other changes necessary to accommodate substitute materials or equipment, and costs of modifying documents and other additional fees of the Architect or other consultants notwithstanding approval or acceptance of such substitution by the Owner or Architect unless such substitution was made at the written request or direction of the Owner or Architect.

§ 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. The Contractor shall furnish labor that can and will work in harmony with all other elements of labor employed or to be employed on the Project. The Contractor shall promptly resolve any labor or jurisdictional dispute so as not to cause any delay on the Project. The Contractor shall abide by and enforce all rules and procedures implemented by the Owner concerning the Contractor and trade contractors working in and around a public school.

§ 3.4.4 Wherever the terms "or equal" "equal" "approved equal" or the like are used in the Contract Documents it shall be understood that other products other than those specified shall be considered for use in the Work. It is also understood that such products or materials proposed by the Contractor shall, in all respects, be equal to the look, feel, performance, warranty, utility requirements, physical characteristics, maintenance and service life to the specified products or material as determined by the Architect.

§ 3.5 Warranty

§ 3.5.1 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. This warranty applies to both patent and latent defects. This warranty shall not be limited to its duration. For those materials, equipment or products furnished by Contractor under this Contract Documents which

have an express twelve (12) month warranty, Contractor shall notify Owner of the pending expiration of the warranty at the eleven (11) month mark for purposes of undertaking a walk through with Owner to observe the condition of those materials, equipment, or products prior to expiration of the warranty.

§ 3.5.2 Specified Product Warranty and Guarantee. The Contractor shall provide to the Owner any specified product warranties and guarantees issued by the manufacturer or fabricator where required by the Contract Documents.

§ 3.5.3 Coincidental Product Warranty and Guarantee. The Contractor shall identify and provide manufacturers published warranties and guarantees on products incorporated into the Work where available which are issued without regard to the specific application and are not individually specified in the Contract Documents.

§ 3.5.4 Warranties and Guarantees required by the Contract Documents shall not deprive the Owner of any actions, rights and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.

§ 3.5.5 The Contractor shall provide a bound copy of all fully executed warranties and guarantees required by the Contract Documents and in this Section within ten (10) days of the date of Substantial Completion or as otherwise provided for Work accepted before or after such date.

§ 3.5.6 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 Documents. This warranty, unless stated otherwise in the Contract Documents, shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project.

§ 3.5.7 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 terms 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 Warranties shall 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.

§ 3.5.8 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay all applicable 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 7 days after first observance of the conditions. If the Contractor fails to provide the Owner and the Architect with the aforesaid written notice within said seven (7) day period, the Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time and said claim shall be deemed waived and abandoned. If said notice is provided, 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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.

§ 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/Project Personnel

§ 3.9.1 The Contractor shall employ a full-time competent superintendent and necessary assistants and management staff 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 confirm to the Owner and Architect of the names of the personnel assigned to the Project which shall be the same personnel presented to the Owner and Architect at the proposal stage of the Project. Removal of any personnel approved by the Owner or removal of any

personnel presented to the Owner at the procurement stage of the Project shall be a material breach of this Agreement, unless such personnel ceases to be employed by the Contractor or the Owner otherwise approves replacement personnel in writing.

§ 3.9.3 The Contractor shall not employ any Project personnel to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the Project personnel without the Owner's consent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work in the form of a detailed critical path method ("CPM") schedule acceptable to the Owner and Architect. The schedule shall depict each trade in detail and depict the sequence of activities within each trade and the interrelationships between activities. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised and updated at appropriate intervals as required by the conditions of the Work and Project, but not less than monthly, or as reasonably requested by the Architect or Owner.

§ 3.10.1.1 An updated Contractor's construction schedule, in CPM format, must be provided with each Application for Payment. The updated Contractor's construction schedule shall include all information and data required to assess the progress of the Work, identify delaying events (if any), and predict the duration and sequence of future Work. Failure of the Contractor to provide an updated Contractor's construction schedule as provided herein shall entitle the Owner to suspend any obligation to pay any portion of the Contractor's general conditions costs then due or to become due until the Contractor provides such updated Contractor's construction schedule.

§ 3.10.1.2 In addition to the CPM schedules noted above, the Contractor shall submit a two-week look-ahead schedule that will define the Work anticipated to occur over the next two weeks. A two-week look-ahead schedule shall be submitted on a weekly basis. The two-week look ahead schedule may be in simplified bar chart format.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved 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.

§ 3.10.2.1 An updated schedule of submittals shall be provided with each Application for Payment indicating the status of all submittals required for the Work. Failure of the Contractor to provide an updated schedule of submittals shall entitle the Owner to suspend any obligation to pay any portion of the Contractor's general conditions costs then due or to become due until the Contractor provides such updated schedule of submittals.

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

§ 3.10.4 In all events, the Owner, in its sole discretion, shall approve or disapprove any and all changes to the Contractor's construction schedule, submittal schedule and any revisions thereto with respect to all critical path activities, milestones and/or the date of Substantial Completion.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies with jurisdiction. All approved drawings shall be wrapped, marked and delivered to the Owner in hardcopy and electronic form promptly upon final completion of the Work as a condition precedent to final payment.

3.11.2 Record drawings (As-Built Drawings) in both hard copy and electronic form shall be submitted to the Architect by Contractor promptly after completion of the Work as a condition precedent to final payment. Record drawings shall illustrate the as constructed condition of the Work including, but not limited to, utilities, structures, and all deviations in the construction of the Work from the Contract Documents.

§ 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 how 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. No extension of time will be granted arising out of the Contractor's failure to submit Shop Drawings, Product Data, Samples, or other submittals which do not allow adequate time for review by the Architect and the Architect's consultants and does not allow adequate time for revision and subsequent review, as required.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically and conspicuously notified the Architect 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 and conspicuous 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed and adequately insured 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall, at all times, maintain the site in a clean and orderly condition, which minimizes dust. Access and egress ways to the site shall be kept clear at all times.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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. The Contractor shall take measures to control and ensure that no soil, mud, dust, or the like is tracked from the site on to public or private roads or property. The Contractor shall, at all times, employ adequate dust control measures on the Project site.

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

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 the Building Committee for the Project, and agents and employees and volunteers of any of them ("Indemnitees") 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. Further, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnitees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any breach or failure of the Contractor to comply with the terms and conditions of the Contract Documents but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 To the fullest extent permitted by law, the Contractor shall provide a defense to the Owner, the Building Committee for the Project and the agents and employees and volunteers of any of them for any claims concerning, arising out of, or relating to the Contractor's or the Contractor's Subcontractor's operations concerning, the Project whether or not such claim has in part its origin in a claim that the Owner's or the Building Committee for the Project's including the agents and employees and volunteers of any of them, conduct was in part responsible for said damage, loss or expense. The duty to defend the persons and entities set forth herein extends to situations where there is no duty to indemnify or save harmless such persons and/or entities.

§ 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 and defense obligations under this Section 3.18 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.

§ 3.18.3 The defense, indemnity and hold harmless provisions set forth in this Agreement shall survive termination or full or partial performance of this Agreement.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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, unless otherwise provided in the agreement between the Owner and Architect, 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.

§ 4.2.3 On the basis of the site visits made by the Architect, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 and/or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect and/or Owner considers it necessary or advisable, the Architect and/or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner 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 or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the subcontractors of a Separate Contractor.

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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 or convenience pursuant to Section 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 after, but not before, the date of such assignment.

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

§ 5.4.3 Upon 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 successor contractor shall be solely 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary by the Owner after a joint review. 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 damage to the Work or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect and the Owner, in such form as the Owner may require, a change proposal ("Change Proposal") including a full description of the character and scope of Work involved for any proposed extra Work or change in the Work, an accurate written estimate of the cost of such proposed change including all elements of pricing in appropriate detail, and an explanation of the impact of the proposed change on the construction schedule. The cost estimate shall indicate the quantity and unit cost of each item of material or equipment to be incorporated in the Work, rental of construction plant and equipment (which shall be subject to the terms and conditions set forth in the Agreement) and other items involved in the proposed change, and the number of hours of Work and hourly rate (including wage supplements and benefits) for each trade, craft or class of labor, as well as the description and amounts of all other costs chargeable under the terms of this article. For changes to the Work performed by Subcontractors, the Contractor shall obtain and furnish to the Owner and the Architect bona fide proposals (on letterhead) from Subcontractors, Sub-subcontractors or recognized suppliers for furnishing labor and materials included in such Work, including the same itemized analysis and supporting information. The Contractor shall promptly revise and resubmit such cost estimate if the Architect or the Owners determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or mathematical errors. Percentage allowances for overhead and profit included in a Change Proposal shall be in accordance with provisions of Section 7.3.4 which shall apply only if changes in the Work are priced on a lump sum or time and material basis as opposed to a unit price basis. The Contractor shall state in the Change Proposal any extension of the Contract Time that the Contractor believes is necessary if the change or extra Work is ordered or that the Contractor believes it is entitled to for any other reason. If the Contractor claims an extension of the Contract Time, the Contractor shall provide in the Change Proposal a full explanation of the need for a time extension with supporting documentation, including a critical path method schedule impact analysis (sometimes referred to as a time impact analysis) in form acceptable to the Owner and the Architect indicating the activities affected and overall impact on the schedule of the proposed change in the Work. Claims by the Contractor for any claimed extension of the Contract Time shall be subject to the provisions of Section 8.3. Requests for substitutions or other changes initiated by Contractor shall be submitted with a Change Proposal in accordance with the provisions of this Section 7.1.4. Change Proposals shall be furnished promptly so as to occasion no delay in the Work and shall be furnished at the Contractor's expense (i.e., without increase in the Contract Sum). By submitting a Change Proposal, the Contractor shall be deemed to certify in writing that the Change Proposal includes all Work affected by the change, that the cost estimate indicated in the Change Proposal includes all costs and expenses of any kind or nature and time. If approved and a Change Order is issued, the Change Order shall be deemed an all inclusive settlement of the issue and the Contractor may not rely on the Change Order as a basis for cumulative delay. The Contractor shall cooperate fully with the Owner and the Architect to provide sufficient substantiation and explanation of costs and schedule impacts to allow the Owner and the Architect to reasonably evaluate the Change Proposal. Any Change Proposal shall be in conformance with applicable OSCG&R requirements to effectuate maximum reimbursement to the Owner.

§ 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.

§ 7.2.1.1 For any potential changes, except for concealed or unknown conditions as described in Section 3.7.4 which requires a seven (7) day notice, the Contractor shall always notify the Owner and Architect within ten (10) days of knowledge of the potential change. Failure to notify the Owner and Architect within ten (10) days of knowledge of the potential change shall constitute a waiver by Contractor of any additional compensation or request for time for the potential change.

§ 7.2.2 A Change Order duly executed by the Owner and Architect and the Contractor and approved by Owner's lender as set forth in Section 7.1.2 shall constitute an all-inclusive settlement on account of the changes in the Work described or referred therein including all direct, indirect, supplemental, consequential and cumulative costs and delays associated in any way therewith, and the Contractor's signature on a Change Order represents a waiver of any and all rights, if any, to make any further Claim on account of that instrument or the changes reflected therein. By executing a Change Order the Contractor represents to the Owner that all Subcontractors performing Work under the Change Order have agreed to the terms of the Change Order, and the Contractor assumes full responsibility for, and shall defend, indemnify and hold harmless the Owner with respect to, any claims from the Subcontractors in connection with the Change Order or the performance of the Work covered by the Change Order.

§ 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 as selected by the Architect and/or Owner:

- .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 not exceeding the fees set forth in Section 7.3.4; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, and provided no unit prices apply, the Architect or Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

Allowances for overhead and profit, under this Section 7.3.7 and under the other methods of adjustment specified in Section 7.3.3, except for unit price adjustments, shall not exceed the percentages specified below, excluding costs of premiums for bonds and insurance, permit fees and taxes, and subject to any other limitations stated in the Agreement. The percentage allowance for Subcontractors stated below shall cover field and office overhead, profit, general conditions and all other indirect costs, and the percentage allowance for the Contractor shall cover the Contractor's field and office overhead, profit, general conditions and any other indirect costs or other expenses of the Contractor.

- (a) For the Contractor for Work performed by a Subcontractor or by the Contractor's own forces, allowances for overhead and profit shall not exceed ten percent (10%) of the direct cost of labor and materials.
- (b) For each such Subcontractor or Sub-subcontractor involved, for Work performed by the Subcontractor's or Sub-subcontractor's own forces, the percentage shall not exceed ten percent (10%) of the direct cost of labor and materials.
- (c) For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, the percentage shall not exceed five percent (5%) of the amount due the Sub-subcontractor.

- (d) The Contractor shall be allowed a fee on the net total cost (additions and deductions) of the Work in the amount stated in the Contract.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Owner 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.

§ 7.3.7 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.

§ 7.3.8 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 or costs based upon unit prices as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, and provided unit prices are not applicable, 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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. The term "calendar day" or "day" is a full 24-hour period starting from 12 A.M. (midnight) and includes all weekends (Saturday and Sunday) and legal holidays.

§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously and continuously with adequate forces and shall achieve Substantial Completion within the Contract Time. and shall achieve critical milestone dates as set forth in the most recent Contractor's construction schedule approved by the Owner. If the Owner determines that the progress of the Work has been materially delayed, or that the date of Substantial Completion, as may be adjusted by Change Order, is in jeopardy of not being met, the Owner shall have the right to require the Contractor to take whatever steps are necessary to recover all or a portion of such delay. To the extent that the Contractor, or anyone for whom the Contractor is directly or indirectly responsible, has caused all or part of such delay the costs associated with such recovery shall be borne by the Contractor, and the activities required to effect such recovery shall not be deemed a change in the Work. The Contractor shall, within three days after the Owner's request to take such action, notify the Owner and the Architect in writing and promptly commence implementing the steps the Contractor proposes to take to effect such recovery, and provide the Owner an acceptable detailed recovery schedule setting forth the actions to be taken by the Contractor. If the Contractor disputes any direction by the Owner pursuant to this section, it shall have no right to refuse to accelerate the Work.

§ 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 (1) a wrongful act of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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 No Damage for Delay. Contractor acknowledges that delays resulting from changes in the Work, extreme weather, changes to the sequencing of the Work, late approvals, defects, errors or omissions in the Contract Documents, material shortages, supply chain disruptions, pandemics, government orders, transportation, strikes, and other causes are inherent in the construction process. Contractor acknowledges that it has accounted for delays in the Contract Sum and agrees to bring no claim for money damages as a result of any delay or hinderance however caused. In the event that the Contractor claims that it has been delayed or hindered through no fault of its own or the fault of any Subcontractor and/or supplier, it shall submit a request for an extension of time to the Owner and Architect in the manner and pursuant to the time periods set forth in the Contract Documents. If it is determined that Contractor has been delayed or hindered through no fault of its own or that of its Subcontractors and/or Suppliers, the time for performance hereunder will be extended and the extension of time shall be Contractor's sole remedy for delay or hinderance. Under no circumstances will the Owner be liable to the Contractor for damages resulting from any delays or hinderances regardless of whether all or part of such delay or hinderance may be in any way attributable to the acts, negligence, the failure to act, or the omissions of the Owner, the Owner's agents or representatives, the Owner's consultants, if any, the Architect, or the Architect's consultants.

§ 8.3.4. Waiver of Impact Claims. In all events, the Contractor waives all forms of impact claims including but not limited to efficiency, loss of productivity, trade stacking, disruption, re-sequencing, and the like regardless of whether all or part of such impact may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives, the Owner's consultants, if any, the Architect or the Architect's consultants.

§ 8.3.5 The Contractor shall include similar No Damage for Delay and No Impact Claim provisions in the agreements the Contractor executes with its Subcontractors, suppliers and other persons or entities that the Contractor employs to perform the Work.

§ 8.3.6. Nothing in this Agreement shall be construed as preventing the Owner from making a claim against the Contractor for delay damages.

§ 8.3.7 No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. A material change in unit price quantities shall mean 25% or more.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require. Such supporting data shall include without limitation the following: (1) lien and claim releases for the Contractor and its Subcontractors and suppliers; (2) monthly update of the Contractor's construction schedule; (3) monthly updated schedule of submittals; (4) certified payrolls from any person or entity performing Work on the Project; (5) monthly financial reporting as required by the Agreement; and (6) any other supporting documentation or reporting as reasonably required by the Owner, or the Architect. Failure by the Contractor to provide the information in this Section or otherwise required by the Contract Documents, in a form acceptable to the Owner or Architect shall cause the Application for Payment to be incomplete and defective and suspend the Owner's obligation to pay until such time as the defects are cured and the Application for Payment is processed in accordance with the terms of this Agreement. In order to expedite progress payments during the course of the Project, the Contractor, prior to the submission of the Application for Payment, shall review with Owner and Architect, a draft of the Application for Payment set forth in herein in order to expedite and facilitate agreement with the amounts requested. The Owner may reduce, withhold, or decertify any pay estimate in the same way the Architect can reduce, withhold and decertify an Application for Payment or Certificate for Payment as provided herein

§ 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 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 replacement value insurance, storage, and transportation to the site, for such materials and equipment stored off the

site at no additional cost to the Owner. If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Owner or Architect may make a deduction for the amount previously allowed, if any, for the items stored from the current or subsequent Application for Payment or pay estimate.

§ 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 be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 within the time frames set forth in the Contract Documents;
- .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 suppliers for labor, materials or equipment;
- .4 reasonable evidence that it is more probable than not that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or any other party if such damage arises out of the Project and is caused by the Contractor or anyone for whom the Contractor may be directly or indirectly responsible;
- .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;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 Any other material breach of the Contract.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option and for its sole benefit, issue joint checks to the Contractor and to any Subcontractor or supplier or other person or entity 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 Contractor shall reflect such payment on its next Application for Payment. The Contractor agrees that in the event the Owner exercises its rights hereunder, the Contractor shall endorse such joint check and the Contract Sum shall be reduced by the amount of such payment(s). If the Contractor fails or refuses to execute such joint check, the Owner may, in its sole discretion and for its sole benefit, pay the Subcontractor or Supplier or other party directly and reduce the Contract Sum accordingly.

§ 9.6 Progress Payments

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

§ 9.6.1.1 Notwithstanding anything to the contrary in the Contract Documents, the Contractor's Application for Payment, the Architect's Certificate for Payment or any pay estimate prepared by the Architect shall be subject to the approval of the Owner. If the Owner disagrees with the Application for Payment, the Certificate for Payment or a pay estimate, the Owner will provide its reasons therefore to the Contractor and Architect in writing within seven (7) days. In all events, the Owner shall pay undisputed amounts within the time set forth in the Contract.

§ 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 The Owner, in addition to any other right or remedy under this Agreement, may, in its sole discretion, withhold from any Application for Payment then due or to become due the Contractor one and one half times the amount of any claim and/or lien filed against the Project or made against the Owner, which is covered by any payment previously made by Owner to Contractor in accordance with the terms of the Agreement, until such claim and/or lien is discharged, or otherwise satisfied.

§ 9.6.10 The defense, indemnification and hold harmless provisions in this Section shall survive termination or full or partial performance of the Agreement.

§ 9.7 Failure of Payment

If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount approved by the Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' 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 shutdown and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 The Owner's exercise of any right granted to it under the Contract Documents to reduce payment to the Contractor or to delay or suspend full or partial payment to the Contractor as a result of the Contractor's failure to perform according to the Contract Documents or to pay third-parties shall not constitute a failure of payment under 9.7 and shall not be cause for the Contractor to stop or suspend the Work or be grounds for termination by the Contractor under Article 14.

§ 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. Substantial Completion shall not be achieved unless the Contractor obtains all permits and approvals applicable to the Work of the Contractor necessary to occupy or utilize the Project for its intended purpose from any authority having jurisdiction.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner may make payment of retainage or a portion thereof applying to the Work or designated portion thereof, otherwise retainage shall be due and payable at the time of final payment and in no event shall retainage be due and owing until the Work is fully and finally complete including the completion of all punch list items..

§ 9.8.6 The Contractor shall complete all punch list items within sixty (60) days after the date of Substantial Completion. Failure by the Contractor to do so will constitute a material breach of the Contract, if so declared by the Owner and shall entitle the Owner to exercise any remedy set forth in 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 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 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. 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 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 and endorsement or actual insurance policy evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) other data establishing payment or satisfaction of obligations, such as receipts and final and absolute 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, claim, security interest, or encumbrance including attorneys' fees. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees on demand.

§ 9.10.2.1 As an express condition precedent to final payment and in addition to the items required in 9.10.2, the Contractor shall submit the following to the Architect and Owner for review and approval: (1) all warranties and guarantees required by the Contract Documents; (2) Project record documents (As-built drawings, surveys and specifications) as required by the Contract Documents; (3) operation and maintenance manuals required by the Contract Documents; (4) extra stock as required by the Contract Documents; and (5) any other close-out or record documents required by the Contract Documents.

§ 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, corrected, 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 the 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 Intentionally Omitted.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee.

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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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.

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

§ 10.2.4.2 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.

§ 10.2.4.3 Contractor shall obtain insurance for use of hazardous material and furnish proof of insurance as required

by the Contract Documents.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the 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.

§ 10.2.9 The Contractor shall defend, indemnify and save harmless the Owner from any and all losses, costs and expenses, including fines and reasonable attorneys' fees incurred by Owner by reason of the violation of applicable laws, ordinances, regulations and directives, federal, state and local, which are currently in effect or which become effective in the future and caused by the negligence of the Contractor, its Subcontractors or anyone either directly or indirectly employed by any of them. This provision shall survive termination or full or partial performance of the Agreement.

§ 10.2.10 The Contractor shall provide adequate facilities to keep the site secure at all times when the Contractor's personnel are not present, from commencement of the Work until final completion, to assure that the Work, all materials and equipment stored at the site, and all property of the Owner located within the site limits or within areas occupied or controlled by the Owner, are fully and completely protected against loss or damage due to vandalism, theft, malicious mischief, pilferage or unexplained disappearances.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally Omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 Intentionally Omitted.

§ 10.4 Emergencies

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

§ 10.5 The defense, indemnity and hold harmless provisions in this section shall survive termination or full or partial performance of the Agreement.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. By endorsement acceptable to the Owner, the Owner, Architect, and Architect's consultants, the Building Committee for the Project, and their respective employees, agents, and volunteers ("Additional Insureds") shall be named as additional insureds under the Contractor's and the Contractor's Subcontractor's and suppliers' commercial general liability policy or as otherwise described in the Contract Documents on a primary and non-contributory basis. Policies written on a claims-made basis shall have an extended reporting period of at least seven (7) years after final completion of the Project.

§ 11.1.1 Failure to maintain insurance as required herein shall constitute a material breach of the Agreement entitling the Owner to terminate for cause.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.4.1 During the course of execution of the Work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Owner shall order the

cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Owner arising from or related to such order.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor, Subcontractors and Suppliers waive all rights of subrogation against the Owner and the Owner's insurance carriers. The Owner and the Owner's insurance carriers retain all rights of subrogation.

§ 11.3.2 Intentionally Omitted.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's and/or Owner'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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall within seven (7) days, or such other time as the Owner may agree in writing, correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall, within seven (7) days, or such other time as the Owner may agree in writing correct it after receipt of 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 the time period set forth herein or as otherwise agreed in writing after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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. Any corrective work shall extend the warranty period as provided in Section 3.5.7.

§ 12.2.2.3 Intentionally Omitted.

§ 12.2.3 The Contractor, at its sole cost and expense, 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 of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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 60 consecutive days through no act or fault, in whole or in part, of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 provided that the resumption of the Work is not likely within a reasonable time;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped provided that the resumption of the Work is not likely within a reasonable time; or
- .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 which the Owner has approved within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault, in whole or in part, of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and approved by the Architect and Owner, and costs incurred by reason of such termination. The value of the executed and accepted Work shall be determined by the Architect and Owner. In all events the Contractor waives any and all claims for damages or additional compensation of any kind or nature including but not limited to claims for overhead and profit on Work not executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault, in whole or in part, of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate engagement 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, the Owner's attorneys' fees and costs, 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 on demand. 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.

§ 14.2.5 In the event it is adjudged that the Owner has terminated this Agreement wrongfully, the parties agree that such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided in Section 14.4.

§ 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 may be adjusted for increases in the cost and time caused by suspension or interruption under Section 14.3.1. Adjustment of the Contract Sum may 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 notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 perform such Work as may be specified by the Owner in the notice and cease all other operations as directed by the Owner in the notice;
- .2 take all actions necessary, or that the Owner may direct, for the protection and preservation of the Work, materials, equipment and supplies; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, assign such subcontracts and purchase orders to the Owner as it may request, terminate all other subcontracts and purchase orders (mitigating such costs to the extent practicable) and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and accepted by the Architect and Owner; reasonable and documented costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and a reasonable allowance for overhead and profit if the Contract is not based upon unit prices. Such payment shall not include any overhead or profit on Work not executed. In all events, the Contractor waives all other damages or additional compensation of any kind or nature.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, unless a shorter time is specified in the Contract Documents. If notice of the Claim to the Owner is not provided within the time period specified, then such Claim shall be abandoned and waived by the Contractor.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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 and continuously with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents which are not the subject of a good faith dispute. A dispute over payments of any kind shall not be cause for the Contractor to cease or suspend the Work.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an analysis of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary, but the Contractor shall update the construction schedule regularly as required by the Contract Documents.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This 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

This 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, or concerning the Owner's decision to withhold payment, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Dispute Resolution Center, Danbury, CT ("ADRC") in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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 ADRC in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the ADRC, the Owner 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 Subject to the rules of the ADRC, the Owner 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 Intentionally Omitted.

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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)

Town of Hebron
15 Gilead Street
Hebron, CT 06248

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

Garage Bay Extension - Public Safety Building
44 Main Street
Hebron, CT 06248

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ 100% of Contract Value

Modifications to this

« »

None

« »

See Section 16

Bond:

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:

« »
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« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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ADDITIONS AND DELETIONS:

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

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

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.

§ 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.

§ 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

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

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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)

Town of Hebron
15 Gilead Street
Hebron, CT 06248

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

Garage Bay Extension - Public Safety Building
44 Main Street
Hebron, CT 06248

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « 100% of Contract Value »

Modifications to this Bond:

« »

None

« »

See Section
18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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:)

« »
« »
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ADDITIONS AND DELETIONS:

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

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

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.

§ 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.

§ 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

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »
Address: « »

AFFIRMATIVE ACTION PLAN (AAP) FORMAT

Effective 08/15/2010

COVER PAGE

Company Name: _____

Company Address: _____

Telephone No.: _____

FAX No.: _____

E-mail Address: _____

Web Site Address: _____

Date Submitted: _____

AAP Prepared By: _____

(Please Print)

(Please Print)

Name of AA/EOE Officer

(Please Print)

Name and Title of the Head of the Company

This Affirmative Action Plan is submitted for: _____

(Name of Project)

State Contract Number: _____

Awarding Agency: _____

Contract Value: _____

M/W/DisBE Value as Assigned by the Awarding Agency: _____

SBE Value as Assigned by the Awarding Agency: _____

TABLE OF CONTENTS

Note: An Affirmative Action Plan (AAP) that meets all the requirements of the following sections, must be filed for **each** state project.

ANY SUBMISSION THAT DOES NOT STRICTLY ADHERE TO THIS AAP'S FORMATTING WILL NOT BE REVIEWED.

ANY SECTION THAT DOES NOT INCLUDE A RESPONSE TO SAID SECTION AND/OR ITS SUBSECTIONS HEREIN WILL BE DISAPPROVED.

Section Number/Title:	Page Number:
1. Policy Statement	3
2. Internal Communications	5
3. External Communications	6
4. Assignment of Responsibility	7
5. Organizational Analysis	8
6. Workforce Analysis	9
7. Availability and Utilization Analysis	14
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12. Minority Business Enterprise Project Goals and Timetable	33
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SECTION 1
Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Sections 4a-60(a)(1), 4a-60a(a)(1); 46a-68c, 46a-68d, P.A. 07-142, Contract Compliance Regulations Section 46a-68j-27(1)

Contractors shall create a policy statement that includes, but is not limited to, the following information:

- A. Identify the individual assigned affirmative action responsibilities;
 - B. Affirm the Contractor's commitment to achieve Equal Opportunity Employment through affirmative action for certain defined protected classes of persons;
 - C. Pledge the Contractor's best good faith efforts to attain the objectives of the plan [Sec 46a-68j-27(1)].
-

INSTRUCTIONS:

On the next page is an EXAMPLE of an *Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement* that illustrates what may be included in your company's *AA/EOE Policy Statement*.

NOTE: If your company's *AA/EOE Policy Statement* lists the protected classes or if it lists each basis (that under Connecticut Law) an employer cannot discriminate then your lists must be inclusive (for an up to date listing of prohibited forms of employment discrimination, please refer to the *Discrimination Is Illegal* notice.)

This policy statement must be signed and dated by the head of the company. The signature must be original.

SAMPLE

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY
EMPLOYMENT POLICY STATEMENT**

XYZ Company will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, veteran status, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut¹. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, veteran status, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

XYZ Company shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, veteran status, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

¹ If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (**Insert Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (**Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

I have expressly advised (**Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer**) of his/her legal responsibilities as **XYZ Company's** Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and **XYZ Company** pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

SECTION 2
INTERNAL COMMUNICATIONS
Information Provided to Employees/Work Force

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(3); Contract Compliance Regulations Section 46a-68j-27(2)

The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its workforce [Sec. 46a-68j-27(2)].

An employer, employment agency or labor organization is required to post notices regarding statutory provisions, as the commission shall provide [C.G.S. Sec. 46a54(13)]

An employer with three or more employees is required to post in a prominent and accessible location a notice concerning the illegality of sexual harassment and the remedies available to victims of sexual harassment [C.G.S. § 46a- 54(15)]

INSTRUCTIONS:

1. Describe in your Affirmative Action Plan (AAP) the specific actions your company takes to communicate its Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement (see Section 1) and its AA/EOE hiring commitment to its workers. For example, do you distribute your AA/EOE Policy Statement (found in Section 1) to your new hires during orientation? Do you include a copy of your AA/EOE Policy Statement to all your employees with their paycheck every month? Do you post your AA/EOE Policy Statement in prominent and accessible locations? Please describe the locations.

2. Demonstrate in your AAP, that your company complies with posting requirements prohibiting discrimination by describing in detail where in your business office, and on project sites your company posts the *Discrimination Is Illegal* notice. Please attach a copy of the notice your company posts.

3. Demonstrate in your AAP, that your company complies with posting requirements prohibiting sexual harassment by describing in detail where in your business office, and on project sites your company posts the *Sexual Harassment Is Illegal* notice. Please attach a copy of the notice your company.

NOTE: Please be sure the notices that your company posts are current. You may obtain updated notices on CHRO's website at www.ct.gov/chro and clicking on *Publications* at the top of the site page.

SECTION 3
EXTERNAL COMMUNICATIONS
Information Provided to the Public

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(2), (3), 4a-60a(a)(2); Contract Compliance Regulations Sections 46a-68j-23(9), 46a-68j27(3)

The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements; [Sec. 46a-68j-27(3)].

INSTRUCTIONS:

1. In this section of the AAP, contractors should include a statement indicating that in all advertisements **and** business with the public, it will hold itself out as an

“Affirmative Action/Equal Opportunity Employer or AA/EOE.”

2. To demonstrate your company’s commitment to its statement, please attach examples of three different forms of external communication (e.g. letterhead, letters of transmittal, bid notification, purchase order, fax cover sheet, etc.) sent out by your company indicating that you are an AA/EOE.

NOTE: If your company’s forms of external communication do not currently indicate your company is an AA/EOE, and your company’s forms of external communication are not created in-house, please include a statement ensuring that upon reordering such forms; your company’s external communication will indicate it is an AA/EOE. Please include samples of how your revised forms of external communication will appear. **Statements that have been made to such for more than one (1) year are unacceptable.**

SECTION 4
ASSIGNMENT OF RESPONSIBILITY
Duties of Designated Equal Opportunity/Affirmative Action Officer

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(4)

The contractor shall designate affirmative action responsibilities to an affirmative action/equal opportunity employment officer. In addition to his/her other duties, the affirmative action officer shall:

- A. Develop, implement and monitor progress on the contractor's affirmative action plan;
- B. Acquaint workers with their specific responsibilities under the plan;
- C. Initiate and maintain contact with unions, recruiting sources and organizations serving members of protected groups concerning the achievement of affirmative action requirements;
- D. Conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of the plan. [Sec. 46a-68j-27(4)].

INSTRUCTIONS:

This section of the AAP should identify who within the company has the day-to-day responsibilities to implement the company's AA/EOE Program. This section should also list the AA/EOE Officer's specific duties as outlined in A-D above.

The individual named in this section as the company's AA/EOE Officer should be the same person named in Section 1 as the company's AA/EOE Officer.

The individual assigned to be the company's AA/EOE Officer should have sufficient authority within the company to carry out these tasks, and thus must be formally appointed to the position by written directive of the head of the company, and report directly to the head of the agency.

The head of the company's signature must therefore appear at the end of the written directive, as well as the signature of the company AA/EOE Officer. Both signatures must be original and dated.

X _____
(Signature)
Name, Head of Company's Title

Date

X _____
(Signature)
Name, AA/EOE Officer

Date _____

SECTION 5 Organizational Analysis

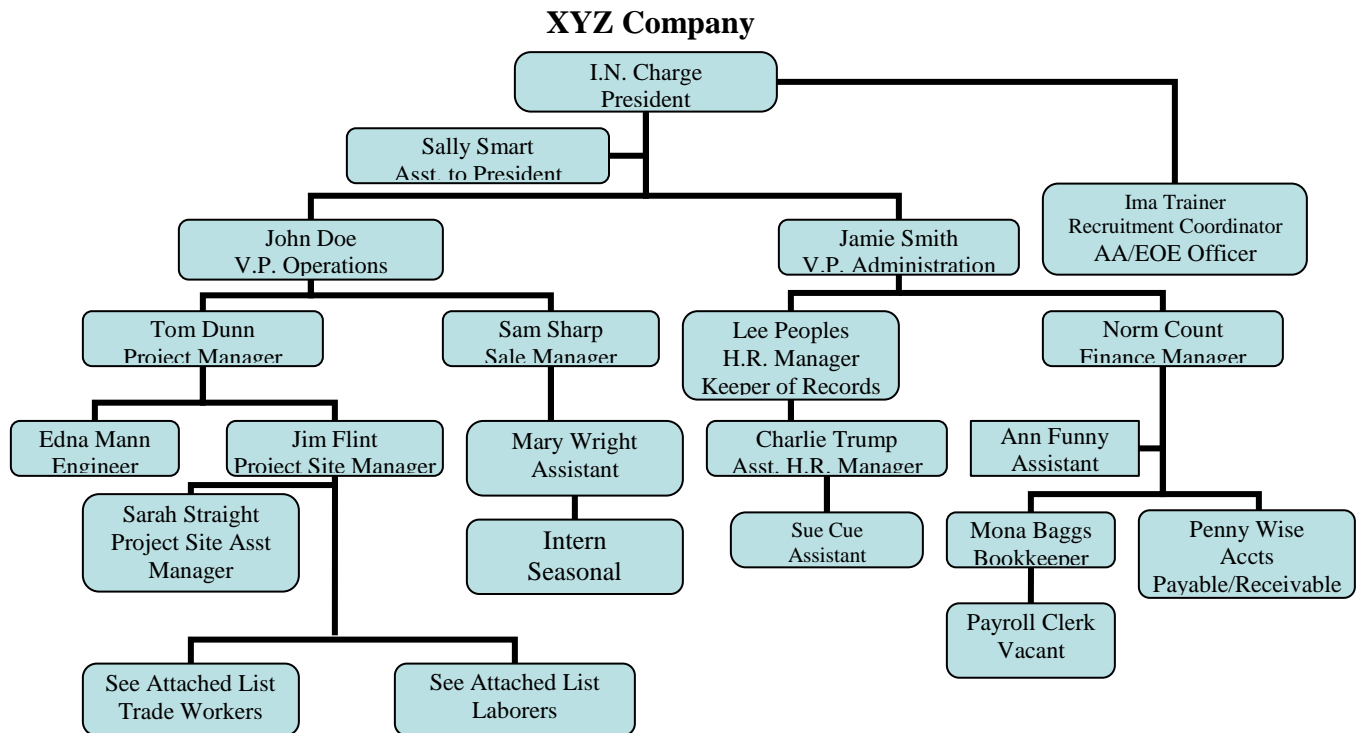
Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations
Section 46a-68j-27(5)

The Contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit. For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately [Sec 46a-68j-27(5)].

INSTRUCTIONS:

Please create an organizational chart for those employees on your day-to-day payroll. Each box should contain a job title and the name of each employee who holds that job title. Please do not attempt to fit more than four names into a box. Instead, attach a list of names for the people who hold the same job title.

On the organizational chart, please be sure to show that your company employs an AA/EOE Officer who reports directly to the head of the company.



NOTE: Please do not list a name more than once on the organizational chart. If an employee performs various jobs, only use one box to list that employee's name and that employee's job titles.

SECTION 6 Work Force Analysis

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(6)

For each job title identified in the organizational analysis, the plan shall report:

- A) the total number of incumbents (employees);
- B) the total number of male and female incumbents;
- C) the total number of male and female incumbents in each of the following groups:
 - i. whites;
 - ii. blacks;
 - iii. Hispanics;
 - iv. Others [**Sec. 46a-68j-27(6)**].

INSTRUCTIONS:

Please fill out the attached *Workforce Analysis* Form in its entirety.

Use the job titles listed in Section 5's Organizational Analysis to complete the Job Title Column (first column).

To calculate the *% of Females* on your company's day-to-day payroll divide the number of females in that job title by the total number of employees (add male and female) in that job title and multiply by 100.

To calculate *Subtotal Minority Males* add the number of males listed under Black, Hispanic, or Other Races for that job title.

To calculate *% of Minority Males* divide the subtotal minority males in that job title by the total number of employees (add male and female) in that job title and multiply by 100.

NOTE: The job titles in this section must be identical to the job titles listed on the *Organizational Analysis*. Similarly, the number of names provided in the *Organizational Analysis* must be identical to total number of employees listed in this section. *See attached example.*

SECTION 6 CONT'D

COMPANY EMPLOYMENT STATISTICS REPORT

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

COMPANY NAME	STREET ADDRESS	CITY, STATE, ZIP CODE
COMPANY OFFICIAL	TITLE	TELEPHONE NUMBER
PROJECT #:	PROJECT LOCATION	DATE

This report should show the number of employees on your payroll on date of submission.

[illegible]

COMPANY EMPLOYMENT STATISTICS REPORT

COMPANY NAME _____

PROJECT # _____

JOB TITLE	TOTAL # OF EMPLOYEES		% OF FEMALES	TOTAL # OF WHITE EMPLOYEES		TOTAL # OF BLACK EMPLOYEES		TOTAL # OF HISPANIC EMPLOYEES		# OF OTHER RACE EMPLOYEES		SUBTOTAL MINORITY MALES	% OF MINORITY MALES
	Male	Female		Male	Female	Male	Female	Male	Female	Male	Female		
Total # of Employees:			XXXX										XXXXXX

SAMPLE

COMPANY EMPLOYMENT STATISTICS REPORT

STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

COMPANY NAME	STREET ADDRESS	CITY, STATE, ZIP CODE
ACME CORP.	1263 Equal Opportunity Lane	Fair Dealing, CT 06000
COMPANY OFFICIAL	TITLE	TELEPHONE NUMBER
Ima Trainer	AA/EOE Officer	860-555-5555
PROJECT #:	PROJECT LOCATION	DATE
BI-29990-BI	University of Diversity Campus 1010 All Are Welcomed Drive New Haven, CT 06222	01/01/2009

This report should show the number of employees on your payroll on date of submission.

JOB TITLE	TOTAL # OF EMPLOYEES		% OF FEMALES	TOTAL # OF WHITE EMPLOYEES		TOTAL # OF BLACK EMPLOYEES		TOTAL # OF HISPANIC EMPLOYEES		# OF OTHER RACE EMPLOYEES		SUBTOTAL MINORITY MALES	% OF MINORITY MALES
	Male	Female		Male	Female	Male	Female	Male	Female	Male	Female		
President	1					1						1	100%
Asst. to Pres		1	100%		1								
V.P. Operat.	1			1									
Proj. Manager	1							1					100%
V.P. Admin		1	100%								1 (Chinese)		
AA/EOE Off.		1			1								
Finance Man.	1					1							100%
Sales Manager	1									1			100% (Pakistani)
H.R. Manager	1			1									
Assistant		3	100%				3						

SECTION 6 SAMPLE CONT'D

COMPANY EMPLOYMENT STATISTICS REPORT

COMPANY NAME ____ACME CORP._____

PROJECT # _____BI-29990-BI_____

JOB TITLE	TOTAL # OF EMPLOYEES		% OF FEMALES	TOTAL # OF WHITE EMPLOYEES		TOTAL # OF BLACK EMPLOYEES		TOTAL # OF HISPANIC EMPLOYEES		# OF OTHER RACE EMPLOYEES		SUBTOTAL MINORITY MALES	% OF MINORITY MALES
	Male	Female		Male	Female	Male	Female	Male	Female	Male	Female		
Asst. H.R. Manager	1			1									
Engineer		1	100%				1						
Proj. Site Manager	1							1				1	100%
Proj. Site Asst. Man.		1	100%								1 (Native Amer.)		
Bookkeeper		1	100%						1				
Accts Pay/Rec.		1	100%		1								
Trade Workers	27	10	27%	10	5	10	5	7				17	45%
Laborers	18	9	33%	3	2			9	4	6 (3 Asian)	3 (Indian)	15	55%
Total # of Employees: 82	53	29	XXXXXXX	16	10	12	9	18	5	7	5	34	XXXXXXX

SECTION 7
Availability and Utilization Analysis

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(7); 46a-68j-27(8); 46a-68j-27(9)

INSTRUCTIONS:

Part A:

On this page of CHRO's format, you will find three columns. In the first column labeled *Job Titles*, you must list the job titles, from Sections 5 and 6 (i.e. employees on your regular day-to-day payroll), you will have working at the project site.

In the second column, labeled *Number of Employees*, you must list how many of your employees (on your day-to-day payroll and accounted for in Section 5 and Section 6), with the listed job title, will be on the project site.

In the third column labeled *Job Category*, you must look to the *Description of Job Categories* provided on pages 17 and 18 of CHRO's format, and determine in which category the job titles listed in the first column belong.

The job categories (not job titles) listed in the third column and the number of employees you list on this page must mirror those you list on the next page's *Availability Worksheet*. Thereby converting job titles into job categories.

It is imperative for CHRO to see this progression of job titles and number of employees from Section 5 carry over into Section 6 and then over into this section, Section 7.

CONVERSION CHART

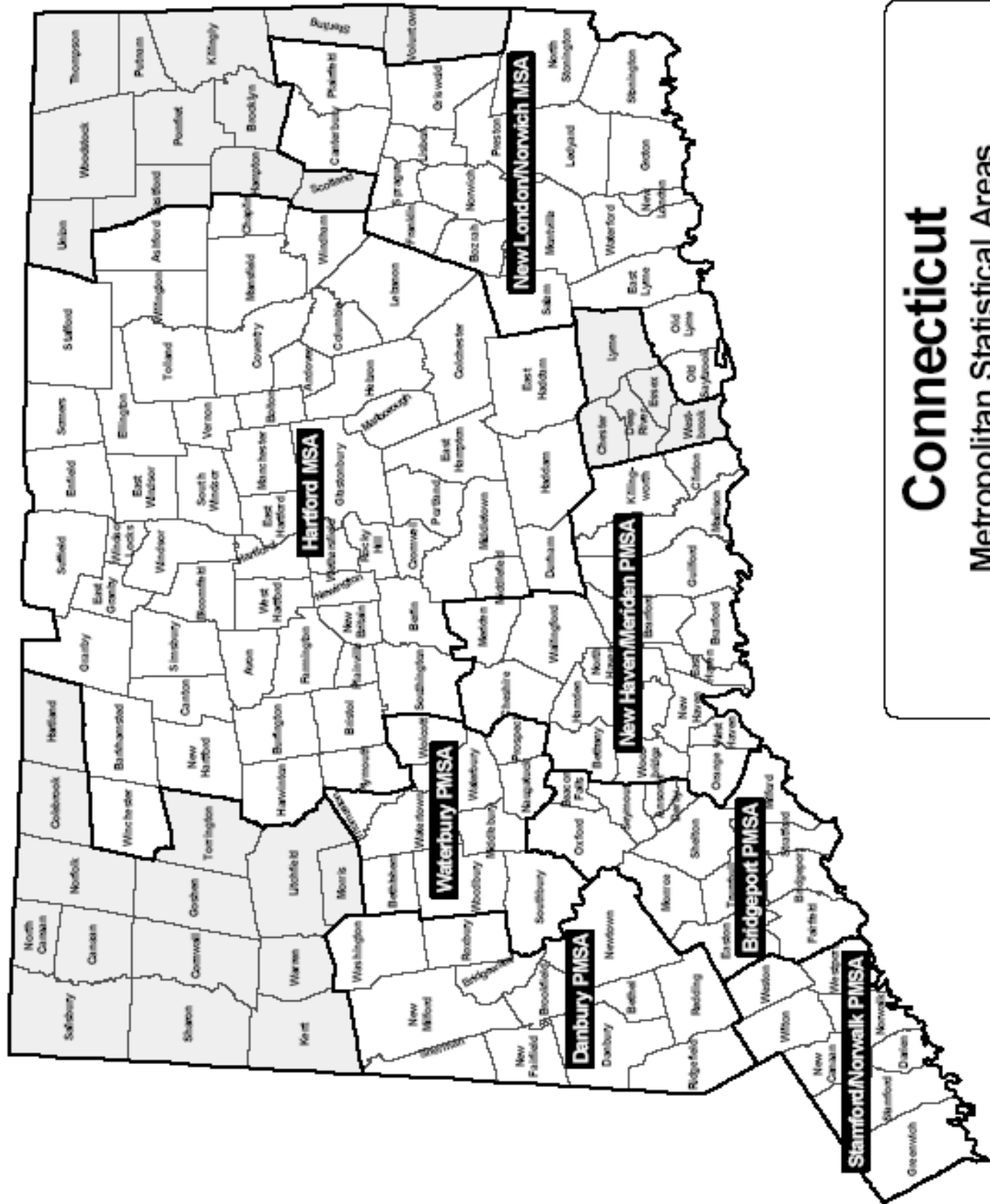
Job Title	# of Employees	Job Category

NOTE: To complete Section 7, the Contractor should submit this page and the *Availability Worksheet* on the page 18.

SAMPLE

CONVERSION CHART

Job Title	# of Employees	Job Category
President	1	Management
Project Manager	1	Management
Project Site Manager	1	Construction & Extraction
Trade Workers	30	Construction & Extraction
Laborer	20	Construction & Extraction



Connecticut

Metropolitan Statistical Areas

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, cost estimators, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

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

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters.

Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

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

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

PART B:

To Complete Part B: Contractors should provide the following information on the *Availability Worksheet* on page 17.

1. In column 1 list each job category (not job title) from the chart you completed on page 14.
2. In column 2 determine how many employees within the job category will be at the project site.
3. In column 3 determine how many employees within the job category are minority males.
4. In column 4 determine the % of minority males by dividing the total minority males in that job category by the total number of employees (in column 2) within the job title and multiply by 100.
5. In column 5 determine how many female employees within the job category will be at the project site.
6. In column 6 determine the % of females by dividing the total minority females in that job category by the total number of employees (in column 2) within the job title and multiply by 100.
7. In columns 7 and 8, insert the PMSA/MSA minority male and female percentages as listed on pages 21-22 for the job category within that row.

AVAILABILITY WORKSHEET

STATE PROJECT # _____

Circle the project location identified in Part A:

Bridgeport PMSA

New London/Norwich CT-RI MSA

Danbury PMSA

Stamford/Norwalk PMSA

New Haven/Meriden PMSA

Waterbury PMSA

Hartford MSA

Balance of State of Connecticut

JOB CATEGORIES	PROJECT STATISTICS (employees on site)					CT SITE STATISTICS (Insert PMSA/MSA)	
	Total # of Employees	Total # of Minority Males	% of Minority Males	Total # of Females	% of Females	% of Minority Males*	% of Females*
1	2	3	4	5	6	7	8

NOTE: By comparing the % from columns 4 & 6 with the % from columns 7 & 8 within each Job Category, the contractor can determine if the workforce is at parity or if there is underutilization (the company's % are lower than the area %) or over utilization (the company's % are higher than the area %).

Contractors with less than 25 employees on their day-to-day payroll working at the project site are not required to discuss the differences between the company's % listed in the columns. Contractors with 25 or more employees on their day-to-day payroll working at the project site whose company's % listed in the columns shows underutilization, must attach a signed statement pledging its best good faith efforts to meet or surpass the CT Site Stats. if the need to hire more employees for the purposes of this project arises.

Where there is a significant difference, the contractor's statement should also discuss action that the company may take to move toward greater parity within their workforce. For example, the contractors may discuss a strategy that involves hiring employees from under utilized groups if or when there are hiring opportunities on this project. The statement must bear the signatures of the head of the company and AA/EOE Officer and they must be original and dated.

**CONNECTICUT OCCUPATIONAL STATISTICS
PRIMARY METROPOLITAN STATISTICAL AREAS AND
METROPOLITAN STATISTICAL AREAS**

OCCUPATION CATEGORIES	BRIDGEPORT PMSA		DANBURY PMSA		NEW HAVEN/ MERIDEN PMSA		HARTFORD MSA	
	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers
Management	6.5	36.7	4.5	30.4	6.9	35.5	5.4	36.9
Business & Financial Operations	6.4	51.2	3.3	44.7	4.9	52.6	4.8	54.8
Computer Specialist	14.6	30.3	14.2	25.8	13.7	29.5	9.3	33.0
Architecture & Engineering	11.6	9.3	7.4	11.1	11.4	12.4	10.1	11.6
Building & Grounds Cleaning & Maintenance	27.4	34.1	22.9	32.9	24.0	33.3	21.1	31.3
Office & Administrative Support	7.0	76.1	3.2	77.2	6.5	74.2	6.1	74.5
Construction & Extraction	22.7	1.4	18.1	2.6	17.9	3.1	13.7	2.1
Installation Maintenance & Repair	22.6	4.1	10.7	3.8	14.9	5.1	14.1	4.4
Material Moving Workers	31.8	24.2	24.1	18.2	35.7	23.7	25.8	20.2

* Note: Balance of State Statistics are an average of the statistics from Litchfield, Middlesex and Windham Counties, the three counties that encompass the major areas not included within MSA or PMSA

**CONNECTICUT OCCUPATIONAL STATISTICS
PRIMARY METROPOLITAN STATISTICAL AREAS AND
METROPOLITAN STATISTICAL AREAS**

OCCUPATION CATEGORIES	NEW LONDON/NOR WICH CT-RI MSA		STAMFORD/ NORWALK PMSA		WATERBURY PMSA		BALANCE OF THE STATE	
	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers	Minority Male Workers	Female Workers
Management	3.8	37.3	7.4	33.7	3.6	35.2	3.1	37.9
Business & Financial Operations	2.6	54.0	6.5	42.5	2.8	44.4	2.0	55.3
Computer Specialist	5.9	28.4	19.9	31.4	14.8	24.5	7.0	30.2
Architecture & Engineering	5.9	11.7	13.8	15.8	9.1	8.4	3.6	14.0
Building & Grounds Cleaning & Maintenance	14.4	36.7	38.4	38.1	18.6	30.8	6.4	32.6
Office & Administrative Support	2.7	75.7	8.2	74.2	5.1	73.6	2.0	76.5
Construction & Extraction	7.4	3.1	33.2	2.1	12.4	1.6	4.3	1.8
Installation Maintenance & Repair	9.5	4.2	31.4	3.1	12.4	2.8	5.3	3.0
Material Moving Workers	14.0	20.5	38.6	29.5	25.9	26.2	8.3	23.1

NOTE: Balance of State Statistics are an average of the statistics from Litchfield, Middlesex and Windham Counties, the three counties that encompass the major areas not included within MSA or PMSA

SAMPLE

AVAILABILITY WORKSHEET

STATE PROJECT # _____BI-29990-BI_____

Circle the project location identified in Part A:

Bridgeport PMSA

New London/Norwich CT-RI MSA

Danbury PMSA

Stamford/Norwalk PMSA

New Haven/Meriden PMSA

Waterbury PMSA

Hartford MSA

Balance of State of Connecticut

JOB CATEGORIES	PROJECT STATISTICS (employees on site)					CT SITE STATISTICS (Insert PMSA/MSA)	
	Total # of Employees	Total # of Minority Males	% of Minority Males	Total # of Females	% of Females	% of Minority Males*	% of Females*
Management	2	2	100%	0	0%	6.9%	35.5%
Construction & Extraction	51	24	47%	4	7.8%	17.9%	3.1%

XYZ Corp realizes that females are underutilized in the category of management. We will employ our best good faith efforts to employ females in the category of management, if the need to hire more managers for the purpose of this project arises.

X _____
Signature of the Head of the Company/Title Date

X _____
Signature of the AA/EOE Officer Date

SECTION 8

Project Description, Timeline, and Trades Involved

INSTRUCTIONS:

This section of the AAP should list the trade categories that will be needed to perform the work of this specific project (include those to be employed by your Company and all subcontractors).

1. Briefly describe the work involved in this project.
2. Estimate (mm/dd/yyyy) when construction will commence. If the project has already begun, please provide the actual project mobilization date (mm/dd/yyyy).
3. Estimate (mm/dd/yyyy) when construction will be completed. If the project is complete, then please provide the project end date (mm/dd/yyyy).
4. List all of the types of “trades”-related work to be performed on this project that your company will be hiring a subcontractor(s) to perform (do not provide the name of the subcontractor(s), just identify the trade). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all trades required to be performed on this project.**
5. List all specific types of materials to be used for this project that your company will be hiring a Vendor(s) to supply (do not provide the name of the vendor(s) just identify the type of supplies/materials to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all materials required to be utilized for the completion of this project.**
6. List all specific types of non trades-related services to be used for this project that your company will hire a service company to provide (do not provide the name of the company just identify the type of services to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all non-trades-related services to be utilized for the completion of this project.**
Ex: Port-a-lets
Trucking Driver Only – No Labor Involved
7. List all trades that will be performed by your company’s employees.
8. List all supplies that will be manufactured by your company for use on this project.

SECTION 9

Employment Analysis

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-28(1), 46a-68j-28 (4), Conn. Gen. Stat. Section 46a-54(15)

Employment Analysis: The contractor shall undertake a comprehensive review of its company's employment process and day-to day operations for the purposes of identifying policies and practices that build in or perpetuate barriers to Equal Opportunity Employment. Where applicable, the following factors shall be addressed:

job qualifications;	training and apprenticeship programs;
job specifications;	subcontracting practices;
recruitment practices;	layoff and termination policies;
personnel policies;	job structuring;

The plan shall report what activities were undertaken to identify barriers to Equal Opportunity Employment [Sec. 46a-68j-28(1)].

Program Goals and Timetables: Where the employment analysis has identified barriers to Equal Opportunity Employment, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the shortest reasonable limits possible. The plan shall describe all actions taken to identify problems areas and realize program goals [Sec. 46a-68j-28(4)].

Sexual Harassment: An employer having fifty (50) or more employees must also provide two hours of sexual harassment prevention training and education to all supervisory employees in the state of Connecticut within six months of their assumption of a supervisory position. [Sec. 46a-54(15)]

INSTRUCTIONS:

Part A: After a comprehensive review of your company's employment process, the Contractor should identify examples for each of the practices listed below for both union and nonunion personnel, as-well-as office and field staff.

NOTE: If any of the following company policies or practices, subtitled 1-8 in this section, are administered by the union(s) your company utilizes; then please provide a statement signed and dated by the head of your company and by your company's AA/EOE Officer declaring the company will not knowingly do business with any union(s) that discriminates in the administration of its employment practices and/or day-to-day operations. The signatures on the statement must be original and dated.

For Instructions numbered 1 and 2 below, identify the job/position title with the most incumbent employees, and then provide the following information for this job/position title.

1. **Job Qualifications** – the job/position incumbent’s required skills, experience, job/position-related certifications and/or educational degrees. Also identify position specific requirements such as special license(s) (For example: a craft license, E2; commercial driver’s license, etc.), and/or physical requirements of the job/position (For example: the ability to lift 30lbs and ability to bend and reach), and any and all other requirements related to this job/position.
2. **Job Specifications** – Include a brief summary of the job/position. Identify this job/position’s duties and responsibilities. Identify the position the incumbent reports to. If this job/position includes supervisory or managerial duties and responsibilities, identify the names of the job/position title(s) that report to this position.
3. **Recruitment Practices** –
 - a. how do you recruit new employees?
 - b. Explain in brief detail what resources your company utilizes to recruit new employees (not subcontractors/vendors). Where does your company post its vacancies to ensure a diverse group of candidates applies for the vacancy posted?
Ex: Provide a complete list of comprehensive and diverse recruitment resources such as newspapers, unions, technical schools, organizations, professional recruiters and other types of recruitment resources your company utilizes or will utilize in the future to post its job vacancies targeted toward the protected classes per C.G.S. Sec. 46a-58.; Sec. 46a-59; Sec. 46a-60; Sec. 46a-81c & Sec. 32-9n. Each recruitment resource listed must include its name, address, contact person, contact number, and website.
NOTE: The Connecticut Job Service must be on this list.
 - c. All recruiting notices posted by your company must state “Affirmative Action/Equal Opportunity Employer” or “AA/EOE.” Please confirm that your company is in compliance by attaching copies of your company’s most recent job postings. Please be sure the attached posting shows the name of the resource and the date of the posting. If you do not have any recent job postings indicating that your company is both an AA **and** an EOE, then please attach a statement ensuring your company will indicate such in all of its future job postings.
4. **Personnel Policies** – Please attach copies of 3-4 of your personnel policies from your Employee Handbook. If your company does not have an Employee Handbook then please briefly, describe 3-4 of your personnel policies, specifically compensation (e.g. salaried or hourly wages); benefits (e.g. vacations or holidays); work environment (e.g. hours of work).
5. **Job Structuring** – does the company have jobs that require the tasks be performed in a specific way? For example, a material handler must grasp material by the right hand and arm, balance it on the right shoulder, and use the left hand/arm to balance the material.

6. **Training and Apprenticeship Programs –**

- a. Does your company offer on-the-job training or participate in apprenticeship and other training programs with unions, technical schools, or other work force training programs?
- b. Companies with 50 employees or more must provide two (2) hours of sexual harassment training to all of its managerial and supervisory personnel. To document compliance to the training provision, please provide specific information as to:
 - 1) date (if training has yet to be conducted, please provide the date within the next six (6) months in which you company has scheduled training);
 - 2) place;
 - 3) agenda (i.e. topics covered during the training);
 - 4) qualification of presenters; and
 - 5) names of employees in attendance or that will attend.

If training has not yet been provided then please provide the same information requested above, as training must take place within the next six (6) months. Further information, regarding these provisions can be found at the CHRO website www.ct.gov/chro under the heading “Legal Issues,” then by clicking on “Legal Links.”

7. **Subcontracting Practices –** Please briefly explain when and how your company solicits S/M/W/DisBEs to utilize for subcontracting/vending. Provide a complete list of comprehensive and diverse subcontracting/vending sources such as newspapers, unions, technical schools, organizations, professional recruiters and other media that help members of the protected classes (per C.G.S. Sec. 46a-58.; Sec. 46a-59.; Sec. 46a-60; Sec. 46a-81c & Sec. 32-9n) find work as a subcontractor/vendor. Each resource listed must include its name, address, contact person, contact number, and website if applicable.

NOTE: The Department of Administrative Services (DAS) Supplier Diversity Program must be included on your list.

8. **Layoff and Termination Policies –** Please attach a copy of your company’s layoff and termination policies from your Employee Handbook. If you do not have an Employee Handbook please briefly describe what criteria is used by your company to determine how and who is laid off and terminated? For example, does your company use the “last in, first out” approach to layoffs?

Part B: If any barrier(s) to protected classes are found in any of your company’s preceding employment practices and policies and/or day-to-day operations, then please indicate:

1. If any barriers were found within your company’s employment and business practices.
2. If so, how the barrier(s) will be eliminated, and
3. The estimated time needed to eliminate the barrier(s) and establish a new policy or practice.

SECTION 10
Special Provision-Apprenticeship Training Program

Point of Statutory and/or Regulatory Reference: Equal Opportunity Employment in Apprenticeship Training Regulations Section 46a-68-5

FOR STATE CONTRACTS VALUED IN EXCESS OF \$10.0 MILLION
AND A PROJECTED DURATION
OF EIGHTEEN (18) MONTHS OR MORE

INSTRUCTIONS:

A Contractor to be awarded a state contract valued in excess of \$10.0 million and with projected duration of eighteen (18) months or more must report in the AAP:

1. Whether the Company has, or is a signatory to, a collective bargaining agreement that sponsors a state registered apprenticeship program; and,
2. What “good faith effort” the Company will make to include registered apprentices in its direct workforce and/or in the workforce of project subcontractors during the course of the project.

SECTION 11

Subcontractor Availability Analysis

Point of Statutory and/or Regulatory Reference: Connecticut General Statutes section 4a-60 and 4a-60g as amended by Public Act 09-158; and Regulations of Connecticut State Agencies Section 46a-68j-28(2):

Applicable portions of the general statutes subsections of Section 4a-60(a) as amended state:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

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

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

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

Regulations of Connecticut State Agencies §46a-68j-28(2) states the following:

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253.

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

2. *Subcontractor Availability Analysis.* When a contractor intends to subcontract all or part of the work to be performed under a State contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

Also see Conn. Gen. Stat. sections 4a-60g, 46a-68b, §46a-68c, §46a-68d and §46a-68e.

When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials [Sec. 46a-68j-28(2)].

INSTRUCTIONS: Use WBE for a woman owned business, MBE for an ethnic minority owned business, DisBE for a business owned by a person(s) with a disability, and SBE for a small business that is not one of the aforementioned.

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors/vendors are solicited for bids at different stages of the project, Contractors must continuously file this section at each stage of the bidding process, until the Contractor has provided evidence of its good faith efforts to achieve the set-aside goals at each stage.

PART A: Please list the DAS Supplier Diversity Website as the source used to find S/M/W/DisBE subcontractors and/or vendors:

<https://www.biznet.ct.gov/SDSearch/SDSearch.aspx>

PART B: List every SBE/MBE/WBE/DisBE subcontractor and/or vendor that your company solicited to bid on **this** contract, as shown in the example below. Indicate each subcontractor's trade(s). Indicate why you solicited each of the listed DAS certified companies, as shown in the example below (i.e. to perform what trade or to supply what materials/services).

Ex:	ABC Construction	SBE	Carpentry
	Carpenter's LLC	DisBE	Carpentry
	Hard Knocks Woodwork	MBE	Carpentry
	Rumor Mill	MBE	Mill Work
	The Mill Worm	MBE	Mill Work
	Piece Mill	WBE	Mill Work
	XYZ Material Suppliers	WBE	Hardwood Supplier
	Better Floors, Inc.	MBE	Hardwood Supplier
	Best Floor Co.	DisBE	Hardwood Supplier
	Got 2 Go	MBE	Port a lets
	Number 1	SBE	Port a lets
	When Nature Call	SBE	Port a lets

PART C: Indicate what became of each DAS certified subcontractor/vendor you listed in Part B during the bidding process. You must be able to explain and document to CHRO the reason(s) why your company did not award a subcontract to the companies you solicited in Part B, as shown in the example below, thus a vague response such as "Bid Received", "Called/Left Message", "Said Will Bid", etc. are insufficient. Use "Awarded" as the only bid result for those companies that you will utilize for this project.

Ex:	ABC Construction	Bid Incomplete
	Carpenter's LLC	Bid Too High
	Hard Knocks Woodwork	Bid Too High
	Rumor Mill	Awarded
	The Mill Worm	Bid Too High
	Piece Mill	Bid Not Accepted – Received Late
	XYZ Material Suppliers	Bid Too High
	Better Floors, Inc	Scheduling Conflict
	Best Floor Co.	Bid Too High
	Got 2 Go	Bid Too High
	Number One	Refused To Bid
	When Nature Calls	Scheduling Conflict

PART D: List all non-DAS certified companies (including brokers) that you expect to perform on this project or to supply material/services (i.e. companies not already accounted for in Part B & Part C). This list must inform CHRO what trades, materials, or services the companies listed will provide. Any company performing a specialized trade or supplying specialized materials/services must be indicated and accompanied by a letter attesting to such from (i.e. signed) by the awarding agency. See the example below.

Ex: Color Coded Painting, LLC Carpentry

Pristine Port a lets Port a lets

Boltz, Inc. High and Low Voltage Installation*

* The electrical portion of this project is specialized and can only be performed by Boltz, Inc. Please see the attached letter verifying such, in detail, from the project manager at the awarding agency.

****** RECORDS RETENTION NOTICE ******

The CHRO is authorized to audit your company records regarding contract compliance at any time during or after the performance of this project. You must develop and maintain detailed records of your solicitation of and responses from each company listed in this section in the event CHRO requests documentation. See Conn. Gen. Stat. §4a-60(a)(5), §4a-60g(g). If you solicit in writing you must keep those written documents (letters, facsimiles, emails, etc.). If you solicit by phone you must keep written notes about those solicitations and the CHRO may seek phone records. Records are subject to the CHRO's verification with any or all contractors, subcontractors and/or suppliers of materials solicited. Records must be retained for at least 2 years after the contract is performed.

SECTION 12

Minority Business Enterprise Goals and Timetables.

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-28(3)

Based upon the availability of minority business enterprises calculated in Sec 46a-68j-28(2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The Plan shall detail what steps it took to make such opportunities available (Sec. 46a-68j28(3)).

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file Attachment IIIa see Section 12) by week, month, or quarter (as determined by CHRO) listing all SBE/MBE/WBE/DisBEs subcontractors/vendors with whom contracts have been signed during that period.

INSTRUCTIONS:

On Attachment III :

- Provide all the information requested in the Attachment III.
- List all the MBE's, WBE's, and DisBE's you designated in Section 11, Part C as "Awarded" in the top portion ("A") of Attachment III.
- List all the SBE's you designated in Section 11, Part C as "Awarded" in the bottom portion ("B") of Attachment III.
- Input all percentages requested in the Attachment III.

Once your Plan is approved, you may not add or delete any of the companies nor alter any of the contract values as listed on the Attachment III of your approved plan, except as follows.

Attachment III may be altered after your Plan is approved only if you submit:

I. A Cover Letter:

- A) requesting acknowledgement of the change;
- B) detailing why CHRO should grant the change; and
- C) documentation to support your request in the follow forms:
 - 1) if requesting acknowledgement of a removal: out of business verification, Change Order eliminating a subcontractor's portion of the project from the awarding agency, etc.);
 - 2) if requesting acknowledgement of an addition: a copy of the current DAS certification; and

II. A Revised Attachment III bearing the MM/DD/YYYY of the revision and incorporating the requested change.

NOTE: Upon a project's completion, only those companies that are listed on the latest approved Attachment III, and who have maintained a current DAS certification throughout the duration of the project, will be utilized in CHRO's final calculations of actual goal achievement upon the project's completion.

Attachment III**Small Contractor and Minority Business Enterprise Goals and/or “Good Faith Effort”**

Total Project Value is \$ _____. Project has SBE requirement of _____ %, which include MBE requirement of _____ %; OR, Project requires only “good faith effort” for MBE contractors _____.

A. Please identify MBE/WBE/DisBE subcontractors who will participate on the project.

Company Name	Address	DAS Certification Type (MBE/WBE/DisBE)	DAS Certification Expiration Date	Contract Value
			Total amount of MBE, WBE, & DisBE contract values: \$ _____	(Total amount of MBE, WBE, & DisBE contract values ÷ project value x 100) = _____ %

B. Please identify SBE contractors who will participate on the project.

Company Name	Address	DAS Certification Type (SBE)	DAS Certification Expiration Date	Contract Value
			Total amount of SBE contract values: \$ _____	Total amount of SBE contract values ÷ project value x 100 = _____ %
Total amount of all contract values listed in A & B =				Total amount of all contract values listed in A & B ÷ project value x 100 = _____ %

Please use additional sheets if necessary

****** CHRO encourages your company to not just meet its set-aside goals, but to surpass them in order to ensure project circumstances (i.e. delays, change orders, decrease between estimate amount and contract amount, etc.) do not cause your company to fall below its set-aside goals achieved in its approved Affirmative Action Plan. ******

A current copy of the DAS certificate must be attached to this section for each subcontractor/vendor listed on Attachment III. ***Without a current copy of each company's current DAS certification, the value of the contract will not be taken into account for the determination of whether your company has met its set-aside goals.***

For projects with the Connecticut Department of Public Works (DPW), the general contractor cannot utilize its DAS Certification for the purpose of achieving the set-aside goals.

Attachment IIIa
For Design/Build (multi-phase contract) Only
 Small Contractor and Minority Business Enterprise Goals and/or
 “Good Faith Effort” Contractor Participation

Date Submitted: _____ Project Number: _____ Project Name: _____

Project Start Date: _____ Estimated Project Completion Date: _____

Total Project Value is \$ _____. Project has SBE requirement of _____ %, which includes MBE requirement of _____ %; OR, Project requires only “good faith effort” for MBE contractors _____.

The head of the company has read this Attachment IIIa and confirms that its information is true and correct to the best of his or her knowledge and belief. The general contractor pledges its best good faith efforts to achieve the set-aside goals outlined in this Attachment IIIa. Furthermore, the general contractor is aware of its continuing obligation to remain vigilant in filing an Attachment IIIa on a **monthly bases**, unless new developments require an additional filing of an amended Attachment IIIa prior to the monthly filing due date.

 Signature of the Head of the Company/Title

 Date

 Signature of the AA/EOE Officer

 Date

A. Please identify MBE/WBE/DISBE subcontractors/vendors who will participate on the project.

Company Name	Address	DAS Certification Type (MBE/WBE/DisBE)	DAS Certification Expiration Date	Contract Value
				= ____ % of Project Value

B. Please identify SBE contractors/vendors who will participate on the project.

Company Name	Address	DAS Certification Type (SBE)	DAS Certification Expiration Date	Contract Value
				= ____ % of Project Value
Total SBE/DisBE/WBE/MBE contract value =				= ____ % of Project Value

Please use additional sheets if necessary

SECTION 13
Minority Business Enterprise Assistance and Innovative Programs

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Sections 46a-68j-21(17), 46a-68j-21(22), 46a-68j-28(5)

Consistent with Sec. 46a-68j-21(17) and Sec 46a-68j-21(22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor [**Sec. 46a-68j-28(5)**].

INSTRUCTIONS:

Contractors should discuss any actions taken to help small and minority owned businesses. This can be a formal program or it can be an informal policy such as helping MBE and WBE complete paperwork related to state contracts or certification from DAS. Other possibilities include co-signing for rental of equipment for the project or allowing small contractors to order supplies with your discount rate.

SECTION 14

Project Reporting and Monitoring Procedures

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-23(6), 46a-68j-23(8), Conn. Gen. Stat. Section 4a-60(a) (5), 46a-68e

Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs, and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe (C.G.S. Sec. 46a-68e).

INSTRUCTIONS:

Please provide a statement that your company will file all monthly and quarterly reports as directed by CHRO, and will require its subcontractors and/or vendors to do likewise. This statement should also indicate that your company will forward the original reports to CHRO, and copies will be sent to the awarding agency.

- Forms are due each month of the project's duration with filing to commence thirty (30) days after the project's start date.
- Forms must contain original signatures, printed names & titles of persons signing.
- A copy must be kept at the General Contractor, Subcontractor, Supplier or Service Provider's office for reference when filing Form 257b.
- A copy of all reports must be sent to the awarding agency.

I. General Contractor:

- Form 257 (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started.
 - For the months employee(s) did not work on the project site, fill out one form for each month & check the box marked "Did not perform work on this project for this month" which is located at the bottom of the form.
 - If employee(s) then returned to the project site and began working after the months they were not working at the project site, fill out a Form 257, one for each month.

Ex: If employee(s) did not work in Jan. fill out a Form 257 for the month of Jan. & check the "Did not perform work on this project for this month" box.

If employee(s) worked Feb & Mar fill out a Form 257, one for each month, indicating the hours these employees worked during those months.

- The last month any of the employee(s) worked on the job (i.e. the month the company walked off the project site) fill out a Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
- Form 257a (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on the site.
 - If no non-trade worker employee(s) are on the site, do not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month any of the employee(s) worked at the project site, the fill out a Form 257b (as well as the FINAL Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours from each of the Form 257’s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If an employee returns to the job to do punch list items or other events after filling out **FINAL** filings a Revised FINAL Form 257 for the months that they worked on the punch list items, as well as a Revised FINAL Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”
- Form 258a (Monthly Payment Status Reports)
 - If the project’s anticipated duration is 12 months or less, fill out Form 258a every month from the date that the project started except for the project’s quarter months.
Ex: If the project began in Jan., fill out Form 258a for Jan., Feb., but not for March (e.g. third month of the project, thus the project’s quarter month).
 - If you are filing out a Form 258a for the last month of the project write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - If the project’s anticipated duration is in excess of 12 months, do not fill out Form 258a.

- Form 258 (Quarterly Payment Status Report)
 - If the project's anticipated duration is in excess of 12 month, fill out Form 258 every project quarter month from the date the project started.
 - The Form 258 filed for the last quarter of the project's duration must indicate **"FINAL"** in BIG BOLD letters.

The General Contractor sends the following reports to CHRO:

- Form 2528a (Monthly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 258 (Quarterly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 257 & Form 257a (Monthly Employment Utilization Report) from subcontractors.
- Form 257 & Form 257a (Monthly Employment Utilization Report) from the General Contractor .
- Form 257b (Cumulative Employment Utilization Report) from subcontractors & the General Contractor.
- Form 259 (Monthly Materials Consumption Report) from Material Suppliers & Service Providers.

II. Material Suppliers/Service Providers:

- Form 259 (Monthly Materials Consumption Report)
 - Material Supplier/Service Supplier submits every month from the date that the project started. The officer of the company signs in the box that corresponds as to whether they "Did Supply Materials" that month or they "Did Not Supply Materials" that month.
 - At the end of the last month in which the material/servicer provider provided material or service for this project, the officer of the company must write at the bottom of the form in BIG BOLD letters **FINAL**.

III. Subcontractors (Sub):

- Form 257 (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started and not from the date that specific sub began.
 - For the months in which the sub did not work on the project site, the sub still fills out one Form 257 for each month & checks the box marked "Did not perform work on this project for this month" which is located at the bottom of the form.

- For whatever months the sub does work on the project site, the sub fills out a Form 257, one for each month indicated the hours its employee(s) worked on the project for the month specified on the Form 257.

EX: If the sub did not work in Jan. they fill out Form 257 & check the “Did not perform work on this project for this month” box.

If the sub worked Feb. & March they fill out the hours on Form 257, one for each month.

If the sub finishes its work in April they fill out Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.

- Form 257a (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on site.
 - If no non-trade worker employees are on the site, then the sub need not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month the sub finishes its work on the project site, that sub must fill out Form 257b (as well as a **FINAL** Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the trade personnel have worked on the project. Therefore, if you add up all of the hours for each of the Form 257s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If a sub returns to the job to do punch list items or other events after filling out **FINAL** filings, a Revised Final Form 257 for the months that they worked on the punch list items, as well as a Revised Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”

Additional copies of CHRO forms and further instructions can be obtained by logging onto www.ct.gov/chro and clicking on “Forms” and then selecting the required from under the second heading “Form and Reports for Construction Workers.”

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103				1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>		PROJECT AREA (MSA): <hr/> 2. EMPLOYERS FEIN NO.		3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____		4. REPORTING PERIOD FROM: _____ TO: _____					
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):				STATE AWARDING AGENCY:							
5. CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES		
		6a. TOTAL HOURS BY TRADE	6b. BLACK (Not of Hispanic Origin)	6c. HISPANIC	6d. ASIAN OR PACIFIC ISLANDERS	6e. AMERICAN INDIAN OR ALASKAN NATIVE	7. MINORITY PERCENT	8. FEMALE PERCENT	M F	M F	M F			M F	
	Journey Worker Apprentice Trainee SUB-TOTAL	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
	Journey Worker Apprentice Trainee SUB-TOTAL	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
	Journey Worker Apprentice Trainee SUB-TOTAL	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
	Journey Worker Apprentice Trainee SUB-TOTAL	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
TOTAL JOURNEY WORKERS TOTAL APPRENTICES TOTAL TRAINEES GRAND TOTAL		<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE				12. TELEPHONE NUMBER (Including area code)				13. DATE SIGNED		PAGE _____ OF _____					
<input type="checkbox"/> Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)															

Form CHRO 257

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103				1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257A)				PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____				3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____				4. REPORTING PERIOD FROM: _____ TO: _____			
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:						NAME AND LOCATION OF CONTRACTOR (submitting report):						STATE AWARDING AGENCY:							
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify specific job title)</i>		6. WORK HOURS OF WORKERS <i>(OTHER THAN TRADE WORKERS)</i> EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES M F		10. TOTAL NUMBER OF MINORITY EMPLOYEES M F					
		6a. TOTAL HOURS BY TRADE M F		6b. BLACK (Not of Hispanic Origin) M F		6c. HISPANIC M F		6d. ASIAN OR PACIFIC ISLANDERS M F		6e. AMERICAN INDIAN OR ALASKAN NATIVE M F						7. MINORITY PERCENT		8. FEMALE PERCENT	
GRAND TOTAL WORKERS																			
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE						12. TELEPHONE NUMBER (Including area code)						13. DATE SIGNED				PAGE _____ OF _____			

Form CHRO 257a

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103				1. CUMULATIVE EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257b)		PROJECT AREA (MSA): _____ 2. EMPLOYERS FEIN NO. _____		3. PROJECT PLAN GOALS MINORITY: _____ FEMALE: _____		4. PROJECT DURATION START DATE: _____ END DATE : _____								
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):				STATE AWARDING AGENCY:										
5. CONSTRUCTION TRADE (please identify)		6. CUMULATIVE WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. CUMULATIVE NUMBER OF EMPLOYEES M F		10. CUMULATIVE NUMBER OF MINORITY EMPLOYEES M F				
		CLASSIFICATION	6a. CUMULATIVE HOURS BY TRADE M F		6b. BLACK (Not of Hispanic Origin) M F		6c. HISPANIC M F		6d. ASIAN OR PACIFIC ISLANDERS M F		6e. AMERICAN INDIAN OR ALASKAN NATIVE M F		7. CUMULATIVE MINORITY PERCENT		8. CUMULATIVE FEMALE PERCENT			
		Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
		Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
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		Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
CUMULATIVE TOTAL JOURNEY WORKERS CUMULATIVE TOTAL APPRENTICES CUMULATIVE TOTAL TRAINEES CUMULATIVE GRAND TOTAL																		
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE							12. TELEPHONE NUMBER (Including area code)					13. DATE SIGNED			PAGE _____ OF _____			

FORM CHRO 257b

**** NOTE: The purpose of this report is to be a CUMULATIVE Employment Utilization Report (257b); cumulative meaning the total sum of all the 257s filed by your company throughout the duration of this project. Please submit this *Cumulative Employment Utilization Report (257b)* with your *FINAL 257* filing. If punch list items or other events require your company to return to the project after such filings, than please submit a *Revised 257b* with your *Revised FINAL 257*.**

**MONTHLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Month Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 8) Actual Project Mobilization Date (MM/DD/YYYY)
- 9) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Indicate & attach all Change Orders)	Total Payment this Month	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Original to: CHRO, 450 Columbus Blvd Ste 2, Hartford CT 06103
Copies to: 1) Awarding Agency
 2) Contractor's Company File

Form CHRO 258a (for projects less than 12 months or as directed by CHRO).

**QUARTERLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Quarter Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 8) Actual Project Mobilization Date (MM/DD/YYYY)
- 9) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Indicate & attach all Change Orders)	Total Payment this Quarter	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Original to: CHRO, 450 Columbus Blvd Ste 2, Hartford CT 06103

Copies to: 1) Awarding Agency
2) Contractor's Company File

Form CHRO 258

MONTHLY MATERIALS CONSUMPTION REPORT
(CHRO FORM-259)

Contract Compliance Unit The Commission on Human Rights and Opportunities 450 Columbus Blvd Ste 2 Hartford CT 06103	<u>MONTHLY MATERIALS CONSUMPTION REPORT</u> (CHRO FORM-259)* * TO BE FILLED OUT BY SBE/MBE/WBE/DIS CONTRACTORS/VENDORS WHOSE SOLE ROLE IN THE CONTRACT DESCRIBED BELOW IS THAT OF A "SUPPLIER OF MATERIALS."
NAME AND ADDRESS OF SBE/MBE/WBE/DIS CONTRACTOR/VENDOR (submitting report): <hr/> <hr/> <hr/> <hr/>	STATE CONTRACT NUMBER: _____ PROJECT NAME: _____ STATE AWARDING AGENCY _____ REPORTING PERIOD FROM: _____ TO: _____
The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID SUPPLY MATERIALS</u> to the General Contractor, or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract. I Agree: _____ /Date: _____ Signature of the Head of the Company <hr/> Printed Name and Printed Title of Person Signing	The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID NOT SUPPLY MATERIALS</u> to the General Contractor or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract. I Agree: _____ /Date:-- _____ Signature of the Head of the Company <hr/> Printed Name and Printed Title of Person Signing

SECTION 15
Concluding Statement

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(10)

Set-Aside Plans shall contain a concluding provision signed and dated by the contractor stating that the contractor:

- A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief;
 - B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.
-

INSTRUCTIONS:

The *Concluding Statement* must be signed and dated by the head of the company and by the AA/EOE Officer. The signatures must be original.

SAMPLE

CONCLUDING STATEMENT

I have read and pledge my full support to all sections of this Affirmative Action Plan, and the commitments therein, are true and correct to the best of my knowledge and I pledge my “best good faith efforts” to achieve the objectives of the Plan within the established time frames.

The implementation of the goals in this Plan will be evidence that XYZ Company is willing to cooperate with the Commission on Human Rights and Opportunities in its effort to promote Equal Opportunity Employment and affirmative action in the State of Connecticut. I will continue my commitment and total support to the principles of a strong Affirmative Action Plan for this Company.

Date

Head of Company’s Signature

Printed Name and Printed Title

Date

AA/EOE Officer’s Signature

Printed Name

INTENT TO AWARD

Garage Bay Extension – Public Safety Building
for the
Town of Hebron, CT
15 Gilead Street
Hebron, CT 06248

Company Name
Street Address
City, State, ZIP Code

RE: Project number and name
 Project location
 Contract award amount
 State funded portion of contract value
 SBE/MBE Set-Aside Requirement (Choose an item by clicking here)

ATTN: Bidder Company Official

DATE: Date of transmittal

SUBJECT: Affirmative Action Plan Requirements / Intent to Award Contract

Dear Bidder Company,

Your company has been identified as the bidder of choice for the above referenced project. The work for this project falls under the provisions of CONN. GEN. STAT. Sections 46a-68c and 46a-68d which requires that prior to the award of this contract by this agency, you must have your company affirmative action plan approved by the Commission on Human Rights and Opportunities. Enclosed for your convenience is the suggested format for an affirmative action plan to assist in the preparation of your company plan. Should you have any questions regarding the preparation of your plan, you may contact the Contract Compliance Unit at the Commission on Human Rights and Opportunities at (860) 541-4709.

A copy of your plan must be submitted to the Commission on Human Rights and Opportunities within 30 days of your receipt of this letter. The Commission will review your affirmative action plan as required by Sections 46a-68j-25 through 29 of the Administrative Regulations of Connecticut State Agencies within 120 days of submission. When the plan is approved, the Commission will notify you and this agency so the contract can be awarded. Please send your affirmative action plan to:

Contract Compliance Unit
Commission on Human Rights and Opportunities
450 Columbus Boulevard, Suite 2,
Hartford, CT 06103

Optional: You are also instructed to send a copy of the letter transmitting your plan to the Commission on Human Rights and Opportunities to:

Contract Awarding Agency Name

If you have any other questions concerning this matter, please contact the undersigned at **(your contact information)**.

Sincerely,

Your Name

cc: Contract Compliance Unit, Commission on Human Rights and Opportunities

CERTIFICATE OF DEBARMENT / SUSPENSION

The ***Contractor***, _____,
(Print business name of Contractor above)

certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor must attach an explanation to this submittal.

The ***Contractor***, _____,
(Print business name of Contractor above)

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME CONTRACTOR AND ANY SUB-TIER CONTRACTOR THAT WILL BE AFFILIATED WITH THE WORK LISTED ON THE ATTACHED DOCUMENTS.

CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned **Contractor** certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **Contractor**, _____,

(Print business name of Contractor above)

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS

Pursuant to the procurement requirements of Section 6002 of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 the ***Contractor***,

(Print business name of Contractor above)

shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The undersigned Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. The undersigned Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

**CERTIFICATION REGARDING PROHIBITION ON
CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, section 889, the undersigned Contractor,

(Print business name of Contractor above)

certifies, by submission of this document that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Town is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

**CERTIFICATION REGARDING DOMESTIC PURCHASE
OF GOODS PRODUCTS OR MATERIALS**

To the greatest extent practicable under this Federal award the ***Contractor***,

(Print business name of Contractor above)

agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section will be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this certification:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The undersigned Contractor agrees to comply with this requirement and must include the requirements in all subawards including all contracts and purchase orders for work or products under this award.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

Minimum Rates and Classifications
for Building Construction

ID#: 23-52577

Connecticut Department of Labor
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:Project Town: Hebron

State#:FAP#:

Project: Garage Bay Extension Hebron Public Safety Building

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59

As of: September 12, 2023

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	38.02	28.41
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.75	32.47+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a

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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott- 1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation	44.14	27.80 + a

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Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
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Group 16: Maintenance Engineer.	38.28	27.80 + a
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Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	43.46	27.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	40.54	27.80 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	37.62	24.55
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10b) Taping Only/Drywall Finishing	38.37	24.55
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10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	41.2	22.35
14) Roofer (slate & tile)	41.7	22.35
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a

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17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

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

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

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A201 "The General Conditions of the Contract for Construction", 1997 Edition as amended, and Division 01 General Requirements, are a part of this Section and shall be binding on the Contractor and all Subcontractors who perform this work.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Specification and drawing conventions.
 - 6. Miscellaneous provisions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances."
 - 2. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.03 PROJECT INFORMATION

- A. Project Identification: Garage Bay Extension -Public Safety Building.
 - 1. Project Location: 44 Main Street, Hebron, CT.
- B. Owner: Town of Hebron.
- C. Architect: The Contract Documents were prepared for Project by Tecton Architects, pc, Hartford, CT.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work is defined by the Contract Documents and consists of the following:
 - 1. New construction of a one-story garage bay extension of approximately 230 square feet.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.05 SCHEDULE

- A. General: The Contractor shall prepare a detailed construction schedule, to be submitted to the Owner, Architect, and Owner's Representative for review and approval. The schedule must clearly demonstrate the proper sequencing of construction activities.
- B. The Owner is seeking a sequence of work that minimizes the need for temporary heat and reduces the risk of exposing fire apparatus in the existing bays to temperatures below freezing. Therefore the following sequencing outline will form the basis for the Contractor's schedule:
 - 1. Mobilization
 - 2. Remove and infill man door -which is to be relocated.
 - 3. Retain Overhead door in current location until new construction encloses opening.
 - 4. Excavation, footings and backfill.
 - 5. Binder course to restore vehicle flow preferred.
 - 6. Frame, sheath and make weather-tight new addition.
 - 7. Remove temporary partition and relocate Overhead door to new opening.
 - 8. Complete paving and site work, as well as remaining envelope and interior work.

1.06 USE OF PREMISES

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of premises to areas determined by the Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Confine the parking of workmen's and construction vehicles, and the storage of construction materials to a designated staging area determined by the Owner.
 - a. Owner will provide two (2) designated parking spaces on site for contractor use.
 - b. The Owner will designate a corner of the parking lot for the contractor to store materials.
 - c. Additional parking is available at the Municipal Parking Lot behind the Library.
 - d. No parking is permitted on the Police Department side of the building.
 - 2. Owner Occupancy: Allow for continuous Owner occupancy of Project site.
 - 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.

1.07 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the adjacent premises 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 operations. Maintain existing exits, unless otherwise indicated.

1. Coordinate with owner for all work that may disrupt the storage, or operations of emergency vehicles in the adjacent bay, or the movement of firefighters through the bay where work is to take place.
 2. 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 authorities having jurisdiction.
 3. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.08 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: Work shall be generally performed during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
1. Weekend Hours: Coordinate with Owner.
 2. Hours for Utility Shutdowns: Coordinate with Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- 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 on the property.

- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.09 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-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.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. 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.
- D. Drawing Coordination: For this project, the Specification manual is limited to Divisions 00 and 01. Requirements for materials and products are identified on Drawings. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
- E. In general, the Drawings will identify the extent of the work. The Drawings and Specifications are cooperative and supplementary; however, each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.
- F. In case of disagreement between the Drawings and Specifications, or within either document itself, the Architect shall interpret the Documents to require the better quality or greater quantity of work for the Owner that can reasonably be construed therefrom. Any work performed by the Contractor without consulting the Architect, when the same requires a decision, shall be performed at the Contractor's risk.

1.10 CODES, STANDARDS AND PERMITS

- A. All work under this contract shall conform to all codes and standards in effect as of the date of receipt of Bids which are applicable to this Project. All work shall also conform to specific requirements and interpretations of local authorities having jurisdiction over the Project. These Codes, standards, and authorities are referred to collectively as “the governing codes and authorities” and similar terms throughout the Specifications. Determination of applicable codes and standards and requirements of the authorities having jurisdiction shall be the responsibility of the Contractor; as shall be the analysis of all such codes and standards in regard to their applicability to the Project for the purposes of determining necessary construction to conform to such code requirements, for securing all approvals and permits necessary to proceed with construction, and to obtain all permits necessary for the Owner to occupy the facility for their intended use. In the case of conflicts between the requirements of different codes and standards, the most restrictive or stringent requirements shall be met.
- B. The codes that were used in the design of this Project are as follows:
1. 2022 Connecticut State Building Code (CSBC) including:
 - a. 2021 International Building Code (IBC).
 - b. 2021 International Plumbing Code (IPC).
 - c. 2021 International Mechanical Code (IMC).
 - d. 2020 NFPA 70, National Electric Code (NEC).
 - e. 2021 international Energy Conservation Code(RISBC-6).
 - f. 2021 International Energy Conservation Code (IECC).
 - g. 2017 ICC/ANSI A117.1-2009 Accessible and Usable Buildings and Facilities.
 - h. 2022 Connecticut Fire Safety Code (CSFSC) including:
 - 1) 2022 International Fire Safety Code (IFC) including all referenced standards.
 - i. Connecticut Fire Prevention Code (CSFSC) including:
 - 1) 2021 NFPA, Fire Code.
 - j. Connecticut Public Health Code.
 - k. Current OSHA.
 - l. Connecticut General Statutes.
 - m. Title II of the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design.
- C. Code Enforcement and Approvals: Secure and pay for the general building permit, unless otherwise noted in the instructions to bidders, for the work, and conform to all conditions and requirements of the permit and code enforcement authorities.
- D. Identify all permits (other than general building permit) required from authorities having jurisdiction over the Project for the construction and occupancy of the work. Prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner. Permit fees to be paid by the Subcontractor.
1. Display all permit cards as required by the authorities and deliver legible photocopies of all permits to the Owner promptly upon their receipt.
 2. Arrange for all inspections, testing and approvals required for all permits. Notify the Owner and Architect at least three business days in advance, so they may arrange to observe.
 3. Comply with all conditions and provide all notices required by all permits.
 4. Perform and/or arrange for and pay for all testing and inspections required by the governing codes and authorities, other than those provided by the Owner, and notify the

Owner and Architect of such inspections at least three business days in advance, so they may arrange to observe.

5. Where inspecting authorities require corrective work in conjunction with applicable codes and authorities, promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case proceed in accordance with the procedures for modifications to the Work established in the Contract Documents.

1.11 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor and each Subcontractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts. Said requirements, standards and regulations are incorporated herein by reference.
- B. The Contractor and each Subcontractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees material men and Subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his agents, employees, material men or Subcontractors failing to so comply.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

1.03 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.04 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.05 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.06 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.07 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.08 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. 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.
 - 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$10,000 for temporary heat, or for the upgrade of temporary enclosures to maintain the temperature within the garage bays where fire apparatus is stored.
 - 1. This allowance includes costs associated with the provision of temporary heaters and the fuel for said heaters that are required because of the coincidence of winter conditions and previously scheduled exterior envelope work. This allowance may also be utilized to upgrade the thermal performance of temporary enclosures that are already required in the specifications for properly securing the building. The determination of whether temporary heat or upgraded enclosures are utilized shall be made based upon agreement between the Owner, Architect and Contractor on maintaining the schedule and on cost effectiveness.

SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 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.

1.03 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" or similar form prepared by Architect.

1.04 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 10 days after receipt of Proposal Request, submit a quotation to the Architect, 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 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 first submitting a "Request for Information" to the Architect. This request will be responded to by the Architect, wherein the Contractor may submit a Change Order Proposal.
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 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.

1.05 ADMINISTRATIVE CHANGE ORDERS

- A. 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.

1.06 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or similar form.

1.07 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 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.

1.03 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.

1.04 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 the Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: For major trades with line-item values greater than \$10,000, provide a separate line item for units of work within each trade with a value not exceeding \$10,000.
 - 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 G702 and 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. Description of the Work.
 - b. Name of subcontractor.
 - c. Name of manufacturer or fabricator.
 - d. Name of supplier.
 - e. Change Orders (numbers) that affect value.
 - f. 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. Provide several line items for principal subcontract amounts, where appropriate.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - b. Include the following mandatory line items:
 - 1) Mobilization.
 - 2) Demobilization.
 - 3) Builders Risk Insurance.
 - 4) Bonds.
 - 5) Coordination Drawings.
 - 6) Scheduling.
 - 7) Commissioning.
 - 8) Project record documents.
 - 9) Operation and Maintenance manuals.
 - 10) Field Engineering.
 - 11) Daily Building Cleanup.
 - 12) Safety Program.
 - 13) Full-Time Project Manager.
 - 14) Full-Time Project Superintendent.
 - 15) Field Offices.
 - 16) Dumpsters.
 - 17) Cold Weather Protection.
 - 18) Temporary Heat.
- 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. 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.
9. 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.

1.05 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.
 1. Prepare a draft of each Application for Payment and review with the Architect prior to submission of final Application. The draft copy shall be typewritten and include the application number and date.
- 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. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:

- a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three (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.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 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. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. 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. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 - 5. Products list (preliminary if not final).
 - 6. Schedule of unit prices.
 - 7. Submittal schedule (preliminary if not final).
 - 8. List of Contractor's staff assignments.
 - 9. List of Contractor's principal consultants.
 - 10. Copies of building permits.
 - 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 12. Initial progress report.
 - 13. Report of preconstruction conference.
 - 14. Certificates of insurance and insurance policies.
 - 15. Performance and payment bonds.
 - 16. Data needed to acquire Owner's insurance.
 - 17. Certified payrolls.
 - 18. OSHA training certificates.
- I. 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.

- J. 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 G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. The Contractor and each Subcontractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Subcontractor in each Bid Package.
- 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.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.04 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 10 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. Keep list current at all times, resubmit upon update.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: The Contractor shall 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.
 5. No claim for additional compensation or extension of Contract Time will be permitted for conditions resulting from lack of coordination.
- 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. Preinstallation conferences.
 6. Progress meetings.
 7. Startup and adjustment of systems.
 8. 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.

1.06 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.

1.07 REQUESTS FOR INFORMATION (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, to the Architect, in the form specified.
1. RFIs shall originate with Contractor or Subcontractor. RFIs submitted by entities other than the 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 Subcontractor.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. 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.
 11. Contractor's signature.
 12. 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. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. 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.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow five 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 Contractor-generated RFIs will be returned without action:

- a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. 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.
- F. 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 five days if Contractor disagrees with response.
- G. RFI Log: The Contractor shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:
 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.

1.08 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. The Contractor will notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda and distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: The Architect will schedule a preconstruction conference before starting construction, at a time convenient to Owner, Contractor, 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, Contractor, 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. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.

3. Minutes: The Architect will 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. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.

- k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: The Architect will 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: Attend progress meetings at interval determined by the Contractor. Dates of meetings may coincide with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner, Contractor, and Architect, each 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) Interface requirements.
 - 2) Sequence of operations.
 - 3) Deliveries.
 - 4) Access.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Work hours.
 - 8) Hazards and risks.

- 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
3. Minutes: Record and distribute 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.
- E. Coordination Meetings: Attend Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes.
1. Attendees: In addition to representatives of Owner, Contractor, and Architect, each 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 the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined 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.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Deliveries.
 - 4) Access.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Work hours.
 - 8) Hazards and risks.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 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. Contractor's Construction Schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.
 - 7. Certified payroll records.
- 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.

1.03 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. 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.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 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.
- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- J. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.04 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
 - 1. Include project calendar.
- C. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- D. Daily Construction Reports: Submit two copies at weekly intervals, to the Owner.
- E. Material Location Reports: Submit two copies at monthly intervals, to the Owner.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions, to the Architect.
- G. Special Reports: Submit two copies at time of unusual event, to the Architect.
- H. Certified Payroll Records: Submit two copies at weekly intervals to Owner.

1.05 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct a conference at Project site with Architect to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including phasing, work stages, and interim milestones.
 4. Review delivery dates for Owner-furnished products.
 5. Review schedule for work of Owner's separate contracts.
 6. Review time required for review of submittals and resubmittals.
 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 8. Review time required for completion and startup procedures.
 9. Review and finalize list of construction activities to be included in schedule.
 10. Review submittal requirements and procedures.
 11. Review procedures for updating schedule.
 12. Establish mandatory milestone dates and finish dates within each phase.
- B. Review and approval of the Contractor's Construction Schedule is advisory only and does not relieve the Contractor of the responsibility for completing the work within the Contract time.

1.06 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.
- C. Calendar: Compile a project calendar for use in scheduling. Incorporate all limitations on working days and working hours, including the following:
1. Legal Holidays.
 2. Other Holidays observed by the Owner.
 3. Other non-working days determined by the Contractor.
 4. Optional working days determined by the Contractor.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than one day for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 - 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.

- h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
- 5. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of electrical installation.
 - d. Substantial Completion.
- 6. Other Constraints: Include the following specific activities in each trade in each phase.
 - a. Interface between Contractor and Subcontractor.
 - b. Electrical connections to each piece of equipment.
 - c. Concrete finishing.
 - d. Site work constraints on other activities.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- F. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.02 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.

- 17. Equipment or system tests and startups.
- 18. Partial Completions and occupancies.
- 19. Substantial Completions authorized.

- B. **Material Location Reports:** At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. **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.

2.03 SPECIAL REPORTS

- A. **General:** Submit special reports directly to Owner within one day 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.

2.04 CERTIFIED PAYROLL RECORDS

- A. The Owner has the authority to verify payroll reports by checking employees' pay stubs and personal identification.
- B. The Owner may withhold a portion of the Application for Payment if payroll reports have not been submitted for a portion of the Work.

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. **Contractor's Construction Schedule Updating:** At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before submission of Application for Payment.
 - 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.

4. Evaluate progress of the work jointly with the Owner at the end of each week to show progress and identify conflicts.
- B. Distribution: Distribute two copies each 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

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 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.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties.

1.03 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.04 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule submitted within the first 10 days.
 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 30 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.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 4. Update the submittals schedule periodically as the work progresses. Submit concurrently with each Application for payment.
 5. Utilize a computerized program for tracking submittals. Submit the following reports bi-weekly:
 - a. Complete list of reviewed submittals.
 - b. Listing of submittals to date.
 - c. Listing of approved submittals.
 - d. Listing of rejected submittals.
 - e. Listing of submittals returned for correction.
 - f. List of outstanding submittals.
 6. At the request of the Architect provide reports capable of being sorted by the following criteria:
 - a. Approved status.
 - b. Subcontractor/Supplier.
 - c. Submission date.
 - d. Number of days late for return.
 - e. Number of days under review.
- B. Per the General Conditions, it is the Contractor's responsibility to "review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals..." It is also the Contractor's responsibility to point out "deviations from requirements of the Contract Documents...at the time of submittal". Submittals without evidence of the Contractor's prior review and an executed certification stamp will not be acceptable and will be returned without action.
- C. Contractor's review shall show all deviations from the Contract Documents or state "No Deviations Made". On a resubmittal, the Contractor shall highlight any changes made other than those requested by the Architect's earlier review.
- D. If a shop drawing is submitted for review that is not required by the construction documents, it shall be returned without review.

1.05 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of Revit or AutoCAD digital data files 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 reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. 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 Subcontractor 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 10 days for review of each resubmittal.
 - a. Resubmittals will be reviewed no more than two times at the Owner's expense. Resubmittals which fail to comply with Contract requirements will be reviewed at the Contractor's expense, based on an hourly rate of \$150 per hour, not to exceed \$600 for each subsequent submittal.
 - b. The Owner reserves the right to deduct said reimbursement from the Contractor's application for payment on a monthly basis.
 4. Concurrent Consultant Review: Submittals may be transmitted simultaneously to Architect and to Architect's consultants, as required. Allow two weeks for review of each submittal. Consultant will return submittal to Architect before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. Original submittals:
 - b. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1) Re-submissions shall use the original submittal number with a decimal point followed by a sequential resubmittal suffix identifier (example: original number: 064023-01, resubmittal number: 064023-01.01)
 - 2) Note date and content of previous submittal.
 - 3) Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 4) Resubmit submittals until they are marked "Approved" or "Approved as Noted."
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Related physical samples submitted directly.
 - l. Indication of full or partial submittal.
 - m. Transmittal number, numbered consecutively.
 - n. Submittal and transmittal distribution record.
 - o. Other necessary identification.
 - p. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Manufacturer name.
 - c. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: 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 identification information as related submittal.
- G. 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.
 3. Resubmit submittals until they are marked "Approved" or "Approved as Corrected."
- H. 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.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- 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 written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- 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.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. 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 but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- 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 that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. 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 two 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. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
 - 4. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawings Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- K. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.

4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- U. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Y. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- Z. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- AA. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

BB. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.02 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit five copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.01 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, field dimensions, and area where product is intended to be used. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. 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.

3.02 REQUIRED SUBMITTALS

- A. The following products require submittal or shop drawing:
 1. All submittals required by Division 01 specification Sections.
 2. Concrete mix design.
 3. Concrete reinforcing and accessories.
 4. Structural fill.
 5. Metal decking.
 6. Cold formed metal framing.
 7. Sheathing.

8. Thermal Insulation.
9. Membrane roofing – requires 20-year manufacturer's warranty.
10. Vinyl siding.

3.03 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, as follows:
 1. "Approved": The portion of Work covered by the submittal may proceed provided it complies with the Contract Documents.
 2. "Approved as Noted": The portion of Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal, and with the Contract Documents.
 3. "Revise and Resubmit" is used in conjunction with "Not Approved". It indicates that the submission must be resubmitted in its corrected form.
 4. On advice of counsel, select appropriate terms for action stamp and insert term and explanation of each action taken in subparagraph below. See Evaluations.
 5. "Not Approved" is used in conjunction with "Revise and Resubmit": Prepare a new submittal in its entirety and in accordance with notations; resubmit. Do not proceed with that portion of the Work covered by the submittal.
- C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 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.

1.03 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.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations.

1.04 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."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.

1.03 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: The owner shall provide access to water for the Contractor's use.
- C. Electric Power Service: The owner shall provide access to electric power for the contractor's use.
- D. The contractor shall provide for equipment and fuel for temporary heating, or for temporary partitions, in excess of those required for building security, to maintain the building heat under an allowance. See Division 01 Section "Allowances".

1.04 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion and Sedimentation Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.05 QUALITY ASSURANCE

- A. General: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to the following:
 - 1. State Building Code and referenced standards.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police and Fire Department rules and regulations.
 - 5. Environmental Protection Agency regulations.
- B. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- D. Accessible Temporary Egress: Comply with applicable provisions in the 2010 ADA Standards and ICC/ANSI A117.1.

1.06 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

2.01 TEMPORARY FACILITIES

- A. Field Offices, General: No Field Offices are anticipated or required. The Owner will provide space within the Public Safety Building for construction progress meetings.

2.02 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- C. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 - EXECUTION

3.01 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.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary services.
 - 1. Arrange with utility company, Owner, and Owner's Representative for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service. Maintain equipment in a condition acceptable to Owner.
- C. 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.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. The Contractor is responsible to furnish and pay for all temporary heating, cooling, and humidity control for the duration of the Project. The Contractor will draw expenses related to winter conditions from the allowance identified in Division 01 Section "Allowances"
 - 2. Maintain a minimum temperature of 50 deg F in all interior locations, unless a higher temperature is specifically required by other Sections for installation of products.
 - 3. Provide an accurate reading thermometer in location as directed by the Owner's Representative.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

2. In addition to security lighting, provide all temporary lighting and power required during the normal working day, including a minimum of 1/2 hour before and after normal working hours, for a total of 10 hours per day for the duration of the project.
- H. Telephone Service: Provide superintendent with cellular telephone or portable two-way radio for use on site.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide incombustible construction for 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.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide a Project identification sign.
 - a. The Identification sign shall be 3' x 5' and will include black and white text and graphics provided in digital format by the architect.
 - b. The sign will be displayed in a location visible to Main Street.
 - c. The contractor will provide any posts or support necessary to support the sign for the duration of the project.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- G. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or

3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.

1. Comply with Division 01 Section "Execution" for progress cleaning requirements.
2. Provide sufficient quantity of dumpsters at strategic locations within the Contract limit lines for collection of waste from the work of all subcontractors on site.
3. Do not pass materials through open windows, or through window openings when any portion of the window remains in the opening.

H. Temporary Lifts and Hoists: The Contractor shall provide, operate and maintain in safe operating order facilities for hoisting materials, rubbish, employees and to otherwise carry out the Work. Truck cranes, fork lifts, man lifts and similar devices required for the performance of the Work by the Contractor shall be provided by Contractor. Truck cranes, fork lifts, man lifts and similar devices required for the performance of the Work by Subcontractors shall be provided by the Subcontractor.

1. Provide temporary lifts and hoists that comply in all respects with the most stringent of all applicable Federal (including OSHA), state and local laws, rules, regulations, codes and ordinances, and provisions of Division 01 of this Specification.
2. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

I. Staging and Scaffolding: Where staging and scaffolding is required, the Contractor shall provide the entire installation.

1. Staging shall be of approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by State and local laws.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. 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.

1. Comply with work restrictions specified in Division 01 Section "Summary."

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. 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.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting. All open excavations are required to have barricades and signage.

- F. 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. An allowance has been designated for the costs of providing temporary heat or for upgrading temporary partitions to maintain the heat provided by existing heating systems within the building to address "winter conditions". This allowance will not relieve the contractor for responsibility to provide heating, cooling, ventilation or temporary enclosures otherwise required herein.
 2. Provide temporary enclosures and heating to permit construction work adversely affected by moisture, wind and cold during the months of November through March.
 3. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Provide enclosures as required on the exterior or interior side of the building, whether the roof has been installed or not, and whether windows or doors have been installed or not, in order to protect the Work and allow Work to continue in accordance with the requirements of the Specifications. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 4. Install tarpaulins securely, with fire-retardant-treated wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
 5. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
 6. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.
 7. Do not use new permanent doors and frames for temporary enclosures until finishing work is begun, and then only if carefully protected from damage. Prior to installation of permanent doors and frames, provide temporary wood or plywood doors with wood frames and proper hardware to make the doors self-closing.
 - a. Close and lock all openings accessible from ground level at end of each day's work to prevent entry of unauthorized persons.
- G. Protection: Protect the Work at all times from damages. Provide all pumps, equipment and enclosures to ensure this protection.
1. Remove all snow and ice as may be required for proper protection and prosecution of the work.
 2. Provide all shoring, bracing and sheeting as required for safety and for proper execution of work.
 3. Protect all work from damage during cold weather. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect. Repair and/or replacement of all work damaged from frost, freezing or any elements of the weather are the responsibility of the Contractor responsible for temporary protection of the Work.
 4. Should high wind warnings be issued by the U.S. Weather Advisory Bureau, take every precaution to minimize danger to persons, to the Work, and to adjacent properties, including, but not limited to, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding or other temporary work.
 5. Protect the building and the site from damage, loss or liability due to theft or vandalism when the work is not in progress at night, weekends, or holidays.
 6. Exercise precaution for the protection of persons and property at all times. Observe the provisions of applicable laws and construction codes. Take additional safety and health measures, or cause such measures to be taken as reasonably necessary. Maintain guards on machinery, equipment and other hazards as set forth in the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated

- General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
7. Protect and preserve in operating conditions all utilities traversing the work area. Repair all damages to any utility due to work performed under this Contract, the satisfaction of the Architect at no additional cost to the Owner.
- H. Roof Protection: The Contractor shall protect all existing roof surfaces to prevent damage from selective demolition and new construction operations. Keep traffic on roof systems to a minimum, and permit traffic only as required to complete the work under this Contract.
1. Repair or replace roofing system components and substrates to their original condition where damaged by operations under this Contract. Comply with Specifications and/or roofing manufacturer's written recommendations for maintaining new and existing roofing warranties, subject to approval by the Architect, and at no additional cost to the Owner.
- I. 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.

3.05 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, heating, cooling, humidity control, ventilation, and similar facilities 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.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 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 "Submittal Procedures" for submittal procedures.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

1.03 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.
 - a. Products salvaged or recycled from other projects are not considered new products.
 - b. Products manufactured and stored for more than one year prior to the start date of this project are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
 - 4. "Or Equal" Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- a. An item equal to that named may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item.
- B. **Basis-of-Design Product Specification:** A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification, **or for purposes of evaluating "or equal" products.**
- C. **Substitutions:** Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. **Substitutions for Cause:** Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. **Substitutions for Convenience:** Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.04 SUBMITTALS

- A. **Product List:** Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and 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. Generic name used in the Contract Documents.
 - b. 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. **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. **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.
2. 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.
- C. Comparable Product 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. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.05 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. The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.06 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.

1.07 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.
- 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.
- C. List of Warranties: Provide warranties for products and installations as specified, including but not limited to the following:
 1. Membrane Roofing – manufacturer's twenty-year warranty
 2. Sealants
 3. Exterior Sheathing
- D. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.01 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", comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 1. Products:
 - a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed

equal product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

2. Manufacturers:
 - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed equal manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 4. Basis-of-Design Products: Where Specifications name a product and include a list of manufacturers, provide the specified product, a comparable product, or equal by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
1. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 2. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product 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. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

2.03 PRODUCT SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. 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:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. 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:
 - a. 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.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution will not adversely affect Contractor's construction schedule.

- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.03 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 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, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing benchmarks. If discrepancies are discovered, notify Architect and Owner's Representative promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for electrical work. Level foundations and piers from two or more locations.

3.04 FIELD ENGINEERING

- A. Identification: Identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Owner's Representative. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Owner's Representative before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.05 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.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 7'-6" in spaces without a suspended ceiling.

- 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. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. 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.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 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.
- H. 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.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. 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 materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. 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.
- I. 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.
- J. 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.

3.07 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.08 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.

3.09 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.03 DEFINITIONS

- A. Cutting: Penetration of in-place construction necessary to permit installation or performance of other Work, including the removal of debris.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. Structural elements include, but are not limited to the following:
 - 1. Concrete foundation construction.
 - 2. Bearing and retaining walls.
 - 3. Lintels.
 - 4. Structural decking.
 - 5. Miscellaneous structural metals.
 - 6. Interior and/or exterior load bearing masonry wall construction.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity

to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Piping, ductwork, vessels, and equipment.
 4. Noise- and vibration-control elements and systems.
 5. Roofing systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including electrical trade. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.

- B. 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.03 PERFORMANCE

- A. 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. 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 as small as possible, neatly to 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. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate 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, apply primer and intermediate paint coats 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. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.01A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.

1.03 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 REQUIREMENTS FOR CONSTRUCTION WASTE MANAGEMENT

- A. The Contractor shall prepare and submit a Construction Waste Management Plan to the Owner and Architect for approval. The CWM Plan shall outline the provisions to be implemented by the Contractor and Subcontractors to recycle and salvage demolition and construction waste

generated during the project. The end-of-project recycling rate shall equal, at minimum, 75% (by weight) of the total waste from construction and miscellaneous demolition.

- B. Upon approval of the CWM Plan by the Owner and Architect, it shall be implemented by the Contractor and Subcontractors throughout the duration of the project, and documented in accordance with the Submittal Requirements below.
- C. The Construction Waste Management Plan shall include, but not be limited to, the following components:
 - 1. Listing of Targeted Materials: The contractor shall develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials, at minimum, shall be accounted for (materials that will not be recycled shall be indicated as such):
 - a. Cardboard, paper, packaging
 - b. Clean dimensional wood, palette wood
 - c. Beverage containers
 - d. Concrete and/or Concrete Masonry Units (CMU)
 - e. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - f. Drywall
 - g. Carpet and pad
 - h. Paint
 - i. Rigid Foam
 - j. Glass
 - k. Plastics
 - 2. Landfill Information: The contractor shall provide the name and location of the landfill(s) where trash will be disposed of.
 - 3. Recycling or Salvaging Facilities: The contractor shall provide the names and locations of the recycling or salvaging facilities where waste materials will be delivered.
 - 4. Sorting Method: The contractor shall provide a description of the proposed means of sorting and transporting the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting). Waste haulers using off-site sorting operations shall provide a written description of the sorting process used, and their method for calculating project-specific recycling rates.
 - 5. Packaging Waste: The contractor shall note whether suppliers will eliminate or take back packaging for major materials delivered to the site.
 - 6. Implementation and Supervision: The contractor shall include provisions in the Construction Waste Management Plan for addressing conditions in the field that do not adhere to the CWM Plan, including provisions to rectify non-compliant conditions.
 - 7. Additional Information: The contractor shall include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Owner and Architect.
- D. Construction Waste Management and recycling requirements shall be incorporated into all Subcontractor's contracts.

1.05 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.06 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan. Include separate sections in plan for demolition and construction waste.
- B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION

- A. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.02 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
 - 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 designated by Owner.
 - 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

3.03 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.04 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch size.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 1-1/2-inch size.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- F. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- G. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- H. Lighting Fixtures: Separate lamps by type and protect from breakage.
- I. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- J. Conduit: Reduce conduit to straight lengths and store by type and size.

3.05 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
- C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.06 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- 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.

1.03 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.04 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of 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. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 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.
- D. 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.

1.06 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. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- 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.

1.07 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.

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
1. Manufacturers' warranties shall not commence until date of Substantial Completion or until all aspects of the commissioning of the respective system are complete and accepted by the Commissioning Authority and Owner, whichever date is later.
- 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 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

2.01 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.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.01 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. Remove snow and ice to provide safe access to building.
 - f. 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.

- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. 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.
 - l. Wipe surfaces of electrical and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - o. 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.
 - p. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- D. 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.

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
- 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION