

**CONTRACT BIDDING DOCUMENTS**

**FOR**

**EXTERIOR RESTORATION & RELATED  
WORK AT SEDGWICK MIDDLE SCHOOL**

**BID # 6687F**



**INFORMATION**  
**EXTERIOR RESTORATION & RELATION WORK**  
**AT**  
**SEDGWICK MIDDLE SCHOOL**  
**128 SEDGWICK ROAD**  
**WEST HARTFORD, CT**

**ARCHITECT**  
**JACUNSKI HUMES ARCHITECTS, LLC,**  
15 Massirio Drive, Suite 101  
Berlin, CT 06037

**ENVIRONMENTALIST**  
**ENVIROMED SERVICES, INC.,**  
470 Murdock Avenue  
Meriden, CT 06450

**PROJECT MANAGER**  
**MIKE LONGO**  
**FACILITY MANAGER**

**ALL QUESTIONS TO**  
**PURCHASING SERVICES**  
**TAMMY BRADLEY**  
**SENIOR BUYER**

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

00101

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## **PROJECT NARRATIVE**

The project consists of masonry restoration of approximately 3,200 sq. ft. of exterior wall surfaces. The restoration involves masonry repointing, replacement of deteriorated brick, masonry cleaning and water repellent treatment. In addition to masonry work, replacement of caulking and painting of steel lintels is part of this project. Lead, asbestos and PCB caulking mitigation is also included in the project scope.

## **LIST OF DRAWINGS**

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Google Maps 128 Sedgwick Rd



Imagery ©2019 Google, Map data ©2019 Google 100 ft

### **General**

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

### **Foreman/Supervisory Personnel**

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

### **All Contractor Personnel**

1. Contractors, subcontractors, and all their personnel shall wear a uniform with the company's logo while on site.
2. For individuals working in school buildings or on school sites, the Contractors must conduct a criminal background check. Prior to working in any school building, the Contractor shall provide verification that their employees and subcontractors do not appear on any Sex Offender Registry.
3. Job hours are 7:00 AM to 3:30 PM for first shift and 3:30 PM to 11:00 PM for second shift. Additional time may be subject to custodial overtime charges of approximately \$40.00 per hour.

4. Materials deliveries or movement of construction vehicles is not permitted among buses and students during drop-off of pickup times 8:00-8:45 AM & 3:15-3:45 PM Monday, Tuesday, Thursday, Friday and 1:45-2:15 PM on Wednesday. Times vary among elementary, middle and high school and will be confirmed with the Contractor.
5. No alcohol or controlled substances are allowed on the school property.
6. No smoking is allowed within the building or on the school property.
7. No food is to be eaten in the building. All food-related trash is to be removed from the site at the end of each day.
8. Use of radios and other amplified sound systems is disruptive to building occupants and is not permitted during classroom instructional hours.
9. Clean up all work areas daily. Keep the job clean and debris free.
10. Coordinate your work with the work of other trades. Check preceding work prior to starting new work. Do not proceed unless preceding work is completely acceptable.
11. Protect your work at all times from damage.
12. Park in designated areas only. Keep parking areas accessible for emergency vehicles. Privately owned vehicles are not permitted in areas of construction.
13. Passenger elevators are not to be used by Contractors for transporting materials.

### **Safety**

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



## **§ 123-2**

## **NOISE**

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

## **INVITATION TO BID**

Sealed bids marked “**Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F**” will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:30** on **April 3, 2019** at which time they will be publicly opened and read.

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

A pre-bid conference will be held on March 19, 2019 at 2:30 PM at Sedgwick Middle School, 128 Sedgwick Rd, West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

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

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

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

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

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

TOWN OF WEST HARTFORD  
PETER PRIVITERA  
PURCHASING AGENT



# AIA® Document A701™ – 1997

## Instructions to Bidders

### for the following PROJECT:

*(Name and location or address)*

Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F  
128 Sedgwick Road  
West Hartford, CT 06107

### THE OWNER:

*(Name, legal status and address)*

### THE ARCHITECT:

*(Name, legal status and address)*

Jacunski Humes Architects LLC  
15 Massirio Drive, Suite 101  
Berlin, CT 06037

### ADDITIONS AND DELETIONS:

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

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

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## **ARTICLE 1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

**§ 2.1** The Bidder by making a Bid represents that:

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

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

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

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

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

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

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

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

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

### **§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

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

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

### **§ 3.3 SUBSTITUTIONS**

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

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

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

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

### **§ 3.4 ADDENDA**

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

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

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

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

## **ARTICLE 4 BIDDING PROCEDURES**

### **§ 4.1 PREPARATION OF BIDS**

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

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

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

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

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

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

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

#### § 4.2 BID SECURITY

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

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

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

#### § 4.3 SUBMISSION OF BIDS

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

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

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

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

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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



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

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

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

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

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

### **§ 5.2 REJECTION OF BIDS**

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

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

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

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

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

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

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

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

### **§ 6.3 SUBMITTALS**

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

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

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

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

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

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

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

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

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

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

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

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

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

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

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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



## INSTRUCTIONS TO BIDDERS

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

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

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

### Article 1 - Definition

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

### Article 2 - Bidder's Representation

Add the following as paragraphs 2.2 and 2.3

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

## ARTICLE 3 - BIDDING DOCUMENTS

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

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

3.1.2: Delete Paragraph 3.1.2.

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

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

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

3.3.5: Add new paragraph 3.3.5 as follows:

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

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

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

#### ARTICLE 4 - BIDDING PROCEDURES

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

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

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

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

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

## ARTICLE 5 - CONSIDERATION OF BID

### 5.1.1: Add new paragraph 5.1.1 as follows:

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

### 5.3.1: Delete 1<sup>st</sup> sentence and substitute the following:

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

### 5.3.3: Add new paragraph 5.3.3 as follows:

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

### 5.3.4: Add new paragraph 5.3.4 as follows:

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

### 5.3.5: Add new paragraph 5.3.5 as follows:

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

## ARTICLE 6 - POST BID INFORMATION

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

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

## ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

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

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

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

7.2.1: Delete paragraph 7.2.1 and substitute the following:

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

## ARTICLE 9 - SUPPLEMENTARY INSTRUCTIONS

9.1: Add new paragraph 9.1 as follows:

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

9.1.2 - The Contractor shall further agree that neither he nor his subcontractors and/or agents will discharge, expel, or otherwise discriminate against any person because he/she has opposed any discriminatory employment practice or because he has filed a complaint or testified or assisted in any proceeding under Connecticut General Statutes Sections 46a-82, 46a-83, or 46a-84 or as may be amended.

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

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

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

9.2: Add new paragraph 9.2 as follows:

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

9.3: Add new paragraph 9.3 as follows:

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

Bid of \_\_\_\_\_, BIDDER,  
(Name of Bidder)

FOR **Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F** FOR THE TOWN  
OF WEST HARTFORD, CONNECTICUT.

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

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

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

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

## SCHEDULE OF BIDS

1. Base Bid No. 1 for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F**

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

## UNIT PRICING

Should the amount of improvements required to be increased due to special considerations found at the site, or because of a request of the Owner, the undersigned agrees that the following supplemental UNIT PRICES will be the basic price in place for computing the EXTRA or CREDIT. Each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved:

1. Masonry Repointing ..... \$ \_\_\_\_\_ per sq. ft.
2. Brick Replacement ..... \$ \_\_\_\_\_ per brick

## ALLOWANCES .....

1. Masonry Repointing: Included in this proposal is 200 sq. ft. of repointing existing masonry surfaces furnished and performed as specified. The actual amount of repointing shall be adjusted in accordance with the UNIT PRICE for this work.
2. Brick Replacement: Included in this proposal are 30 units of brick replacement furnished and performed as specified. The actual amount of bricks replaced shall be adjusted in accordance with the UNIT PRICE for this work.

**CONTRACT TIME**

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion by **August 9, 2019**, and will provide the Project, ready for Final Completion, by **August 16, 2019**.

**BIDDER QUALIFICATIONS**

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

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

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

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

_____ (Name of Bank)	_____ (Address of Bank)	_____ (Amount of Check)
-------------------------	----------------------------	----------------------------

C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.



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

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

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

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

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

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

K. Substantial completion must be achieved by August 9, 2019 and final completion must be achieved by August 16, 2019. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

\_\_\_\_\_  
COMPANY

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

®

\_\_\_\_\_  
SIGNATURE BY DULY AUTHORIZED  
(SEAL)

\_\_\_\_\_  
PRINT OR TYPE NAME

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

**If you are not registered with the Town of West Hartford, please go to [www.westhartfordct.gov/gov/departments/purchasing/vendor\\_registration.asp](http://www.westhartfordct.gov/gov/departments/purchasing/vendor_registration.asp) and select register. Only registered vendors can be awarded the contract.**

00204-6

TO: Town of West Hartford  
Peter Privitera  
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

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

---

Signature  
Authorized Agent or Broker



**2. The bidder is further required to furnish a complete list of all projects for which he has signed a construction contract within the past 36 months.**

# Bid Form

AIA-updated-8/97

**Indemnification and Insurance Exhibit  
Contractor Services w/Env-Hzmt  
Sedgwick Middle School  
Exterior Restoration Bid #: JH1856**

For purpose of this Exhibit, the term "Contractor" shall also include their respective officers, agents, representatives, employees, and contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers.

**I. INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract .
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments, on account of or in connection with any death of person or injury, loss or damage to any person, property, or to the environment, arising out of the activity of the type contemplated by this Contract, whether or not said activity complies strictly with the requirements of this Contract and, arises out of or in connection with;
  - a. the violation or breach, by any employee or person acting on behalf of the Contractor of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or any provision or requirement of the Contract dealing with hazardous substances or protection of the environment; or
  - b. the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee or person acting on behalf of the Contractor; or
  - c. the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the Contractor or persons acting on the Contractor's behalf.
- D. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

## II. INSURANCE

### A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

### B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$5,000,000 each occurrence / \$10,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.



6. **Contractor's Pollution Coverage:** \$3,000,000 each occurrence **project specific limit** / \$6,000,000 aggregate dedicated to work performed under this Contract only, unless otherwise approved by the Town's Risk Manager. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, disposal costs, non-owned disposal sites, defense costs, contractual liability and completed operations for all work performed by or on behalf of the Contractor under the Contract. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of rather than "indemnity" and insurance company must have the "right and duty" to defend. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations. The Contractor shall maintain completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
7. **Hazardous Waste Transporter Coverage:** The Contractor shall have automobile liability coverage written for not less than \$1,000,000 each accident or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The policy shall include an Amended Pollution Exclusion to cover loading, unloading and transportation activities including hauling of waste to the final disposal location and a Non-Owned Disposal Site Endorsement (claims-made) with the scheduled landfill, or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with the waste manifest provided by the disposal facility identifying ability to accept the type of waste being delivered and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.
8. **Pollution Legal Liability (claims-made):** \$3,000,000 each loss / \$3,000,000 aggregate. Policy shall provide pollution coverage for sudden and non-sudden occurrences resulting in on-site and off-site bodily injury, property damage, cleanup costs and defense costs arising out of the consolidation, transfer, storage or disposal of waste by the Contractor or others contemplated by this Contract.

#### C. Additional Terms

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract

### **3.0 LABOR REQUIREMENTS**

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

### **3.01 PREVAILING WAGE RATES**

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

Project: Sedgtwick MS Exterior Restoration

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 25761

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: West Hartford

State#:

FAP#:

Project: Sedgtwick MS Exterior Restoration

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
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	40.21	29.30

**As of: Friday, March 01, 2019**

Project: Sedgtwick MS Exterior Restoration

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	34.72	32.55 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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*As of:* Friday, March 01, 2019

Project: Sedgtwick MS Exterior Restoration

-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	30.30	20.10
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10
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**As of: Friday, March 01, 2019**

**Project: Sedgtwick MS Exterior Restoration**

4e) Group 6: Blasters, nuclear and toxic waste removal.	31.80	20.10
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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10
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4i) Group 10: Traffic Control Signalman	16.00	20.10
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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.	32.60	25.34
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**As of: Friday, March 01, 2019**



Project: Sedgtwick MS Exterior Restoration

5a) Millwrights	33.14	25.74
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	25.97+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b
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-----LINE CONSTRUCTION-----

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Groundman	26.50	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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As of: Friday, March 01, 2019

Project: Sedgtwick MS Exterior Restoration

8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
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----OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.30 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.30 + a
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As of: Friday, March 01, 2019

Project: Sedgtwick MS Exterior Restoration

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.86	24.30 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.46	24.30 + a
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As of: Friday, March 01, 2019

Project: Sedgtwick MS Exterior Restoration

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).	36.03	24.30 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.99	24.30 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.99	24.30 + a
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Group 12: Wellpoint operator.	33.93	24.30 + a
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Group 13: Compressor battery operator.	33.35	24.30 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	32.21	24.30 + a
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*As of:* Friday, March 01, 2019

Project: Sedgtwick MS Exterior Restoration

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.30 + a
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Group 16: Maintenance Engineer/Oiler.	31.15	24.30 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	33.04	24.30 + a
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-----PAINTERS (Including Drywall Finishing)-----

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10a) Brush and Roller	33.62	21.05
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**As of: Friday, March 01, 2019**

Project: Sedgtwick MS Exterior Restoration

10b) Taping Only/Drywall Finishing	34.37	21.05
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10c) Paperhanger and Red Label	34.12	21.05
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10e) Blast and Spray	36.62	21.05
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
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12) Well Digger, Pile Testing Machine	37.26	24.05 + a
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13) Roofer (composition)	36.70	19.85
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**As of: Friday, March 01, 2019**

Project: Sedgtwick MS Exterior Restoration

14) Roofer (slate & tile)	37.20	19.85
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
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16) Pipefitter (Including HVAC work) 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)	(Trade 42.62	31.21
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-----TRUCK DRIVERS-----

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17a) 2 Axle	29.13	23.33 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	23.33 + a
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As of: Friday, March 01, 2019

Project: Sedgtwick MS Exterior Restoration

17c) 3 Axle Ready Mix	29.28	23.33 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a
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17e) 4 Axle Ready Mix	29.38	23.33 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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**As of: Friday, March 01, 2019**



Project: Sedgtwick MS Exterior Restoration

19) Theatrical Stage Journeyman	25.76	7.34
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## Project: Sedgtwick MS Exterior Restoration

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

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

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

***3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**As of: Friday, March 01, 2019**

Project: Sedgtwick MS Exterior Restoration

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

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

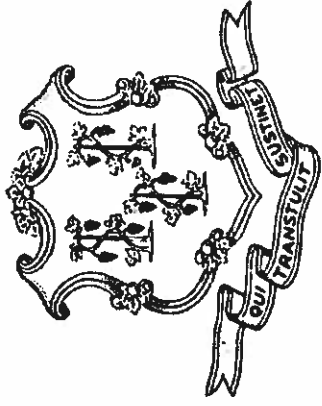
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

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

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

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

**As of: Friday, March 01, 2019**



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

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

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

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

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

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

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

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

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

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

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

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



November 29, 2006

## Notice

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

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

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

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

#### **Forklift Operator:**

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

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

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

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

## **STATUTE 31-55a**

### **- SPECIAL NOTICE -**

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

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

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

### **Ironworkers**

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

### **Laborers (Tunnel Construction)**

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

### **Roofers**

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

### **Sprinkler Fitters**

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

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

# **AIA® Document A101™ – 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  
(In words, indicate day, month and year.)

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

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

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

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

Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F  
128 Sedgwick Road  
West Hartford, CT 06107

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

Jacunski Humes Architects LLC  
15 Massirio Drive, Suite 101  
Berlin, CT 06037

The Owner and Contractor agree as follows.

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

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.

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## 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.)*

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.

[X] By the following date: August 16, 2019

§ 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
<u>Base Bid</u>	

§ 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
<u>Base Bid</u>		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

1. Masonry Repointing: Included in this proposal is 200 sq. ft. of repointing existing masonry surfaces furnished and performed as specified. The actual amount of repointing shall be adjusted in accordance with the UNIT PRICE for this work.

2. Brick Replacement: Included in this proposal are 30 units of brick replacement furnished and performed as specified. The actual amount of bricks replaced shall be adjusted in accordance with the UNIT PRICE for this work.

§ 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)
------	-----------------------	-------------------------

1. Masonry Repointing \$ \_\_\_\_\_ per sq. ft.

2. Brick Replacement \$ \_\_\_\_\_ per brick

**§ 4.5 Liquidated damages, if any:**

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

Liquidated Damages in the amount of \$300.00 (Three Hundred Dollars) per calendar day shall be assess for the failure to achieve Substantial Completion of the work not later than Commencement Date as stated above and Final Completion of the Work also stated above.

**§ 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:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first Friday after the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen ( 15 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule 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~~, A201™-2007, 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; Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %).
- .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 less retainage of Five percent ( 5 %);~~

**§ 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~~, A201-2007;
- .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~~, A201-2007; 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.)*

**§ 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~~, A201-2007.

**§ 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~~, A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

### § 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.)*

0.00 % per annum

## 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~~, A201-2007, 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~~, A201-2007, 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~~ A201-2007

☐ 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~~ jurisdiction in Hartford County, Connecticut.

## 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~~, A201-2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document ~~A201-2017~~, A201-2007, 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~~, A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~, A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Mike Longo, Facility Manager 860-538-7732  
Town of West Hartford – Plant & Facilities  
15 Brixton Street  
West Hartford, CT 06110

§ 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 I of AIA Document ~~A201–2017, A201–2007~~, 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:

#### 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, A201™–2007, 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~~ 3 Drawings

Number	Title	Date
<del>6</del> <u>COVER SHEET</u>		
H-1	ELEVATION ABATEMENT	
A-1	ELEVATIONS	

4 Specifications are those contained in the Project Specifications Document Bid#6687F and are as in Section 9.1.8 below.

Section	Title	Date	Pages
<u>7</u>	<u>DIVISION 1 - GENERAL REQUIREMENTS</u>		
01010	SECTION - SPECIAL CONDITIONS		
01300	SECTION - SUBMITTALS		
	<u>DIVISION 2 - SITE WORK</u>		
020700	SECTION - SELECTIVE DEMOLITION		
020900	SECTION - LEAD ABATEMENT		
028216	SECTION - ASBESTOS ABATEMENT		
028433	SECTION - PCB CAULK ABATEMENT		
	<u>DIVISION 4 - MASONRY</u>		
042000	SECTION - UNIT MASONRY		
045000	SECTION - MASONRY RESTORATION		
049000	SECTION - MASONRY CLEANING		
	<u>DIVISION 7 - MOISTURE PROTECTION</u>		
071900	SECTION - WATER REPELLENT		
079200	SECTION - SEALANTS		
	<u>DIVISION 9 - FINISHES</u>		
099000	SECTION - PAINTING		

5 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~~ 6 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~~ Contract

are those contained in the Project Specifications Document Bid#6687F and are as follows:

Document	Title	Date	Pages
<b><u>9—INSTRUCTIONS TO BIDDERS</u></b>			
00101	PROJECT INFORMATION PAGE		
00102	TABLE OF CONTENTS		
00103	PROJECT NARRATIVE		
00104	LIST OF DRAWINGS		
00105	LOCATION MAP		
00106	WORK RULES		
00107	NOISE ORDINANCE		
<b><u>BIDDING REQUIREMENTS AND FORMS</u></b>			
00201	INVITATION TO BID		
00202	INSTRUCTIONS TO BIDDERS - AIA DOCUMENT A701 - 1997		
00203	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS		
00204	BID FORMS		
00205	SAMPLE AGREEMENT FORM		
<b><u>LABOR REQUIREMENTS</u></b>			
00303	CONTRACT LABOR RATES		
<b><u>GENERAL CONDITIONS</u></b>			
00401	GENERAL CONDITIONS - AIA DOCUMENT A201 - 2007		
00402	SUPPLEMENTARY GENERAL CONDITIONS		

.7 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.)*

Contractor's Bid Response attached herein

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

\_\_\_\_\_  
OWNER (Signature)

Peter Privitera, Purchasing Agent

Town of West Hartford

(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

(Printed name and title)

# **AIA® Document A201™ – 2017**

## **General Conditions of the Contract for Construction**

### **for the following PROJECT:**

*(Name and location or address)*

Exterior Restoration & Related Work at Sedgwick Middle School BID#6687F  
128 Sedgwick Road  
West Hartford, CT 06107

### **THE OWNER:**

*(Name, legal status and address)*

### **THE ARCHITECT:**

*(Name, legal status and address)*

Jacunski Humes Architects LLC  
15 Massirio Drive, Suite 101  
Berlin, CT 06037

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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. 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.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. 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.

**§ 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.

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 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.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, 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, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 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 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 to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

**§ 2.3.5** 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 under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** 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.

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

#### **§ 2.5 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 and fails within a ten-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. 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 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, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

**§ 3.1.3** The Contractor shall not be relieved of 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 the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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 are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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.

### **§ 3.3 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.

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

### **§ 3.4 Labor and Materials**

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

**§ 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.



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

### **§ 3.5 Warranty**

**§ 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.

**§ 3.5.2** 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 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 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend 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**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent 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.

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

### **§ 3.10 Contractor's Construction 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. 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 at appropriate intervals as required by the conditions of the Work and Project.

**§ 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.

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

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall 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.

### **§ 3.12 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.

**§ 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 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 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 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.

### **§ 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.

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The 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, 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, 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 has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, 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 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.

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The 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 after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces 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 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 delays, improperly timed activities, 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.

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 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.

§ 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 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 as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

#### § 7.4 Minor Changes in the Work

The Architect 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.

## **§ 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 with adequate forces and shall achieve Substantial Completion within the Contract Time.

## **§ 8.3 Delays and Extensions of Time**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect 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 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

§ 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.

### **§ 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 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, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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**§ 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 insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, 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;
- .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 the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When 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, issue joint checks to the Contractor and to any Subcontractor or supplier 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.

## **§ 9.6 Progress Payments**

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

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

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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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.



### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' 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, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

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

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

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

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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 shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer 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 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) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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. 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.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

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

**§ 10.2.5** 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.

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

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for 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** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's 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. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 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.

## **§ 11.2 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. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 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 Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 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. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§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 as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. 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 request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 promptly 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 correct it promptly 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 a reasonable time during



that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 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.

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

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

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction 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. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make 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 30 consecutive days through no act or fault 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;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault 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, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault 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 repeatedly 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 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the 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 employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 either the Owner or 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 other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** 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 with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 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 estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 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, 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 Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

**GENERAL**

**A. RELATED DOCUMENTS**

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

**B. AMENDMENTS TO THE GENERAL CONDITIONS**

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

**ARTICLE 1 – GENERAL PROVISIONS**

- 1.1.1 Delete the word "not" on line 7 so that the sentence begins "The Contract Documents do include."
- 1.1.3 Add the following words after the word "obligations" in line 3:  
  
or to be provided by Subcontractors, material suppliers, or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.
- 1.2.4 Add new subparagraph 1.2.4 as follows:

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

1.2.5 Add new subparagraph 1.2.5 as follows:

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

1.5.1 Add the following after the first sentence:

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

**ARTICLE 2 - OWNER**

2.2.1 Delete third and forth sentences.

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

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

2.2.4 Delete the second sentence of 2.2.4.

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

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

2.3 Change subparagraph 2.3 as follows:

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

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

2.5 Add new paragraph 2.5 as follows:

**2.5 - Additional Rights**

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

**ARTICLE 3 - CONTRACTOR**

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

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

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

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

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

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



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

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

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

- 3.3.4 Add new subparagraph 3.3.4 as follows:

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

- 3.4.4 Add new subparagraph 3.4.4 as follows:

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

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

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

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

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

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

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

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

3.7.6 Add new subparagraph 3.7.6 as follows:

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

3.7.7 Add new subparagraph 3.7.7 as follows:

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

3.7.8 Add new subparagraph 3.7.8 as follows:

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

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

3.17 Delete subparagraph 3.17 and substitute with the following:

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

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

- 3.18.1 Delete subparagraph 3.18.1 in its entirety and replace the original language with the attached Indemnification and Insurance Exhibit which shall be fully incorporated by reference into this Agreement:

**ARTICLE 4 - ARCHITECT**

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

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

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

**ARTICLE 5 - SUB-CONTRACTORS**

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

- 5.2.3 Delete subparagraph 5.2.3 in its entirety and substitute the following:

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

**ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

- 6.1.4 Delete subparagraph 6.1.4 in its' entirety.

- 6.2.3 Delete the second sentence of subparagraph 6.2.3.

6.2.4 Delete the word "wrongfully" on line 1.

**ARTICLE 7 - CHANGES IN THE WORK**

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

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

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- H. The Contractor, when performing the work under A, B and C above shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

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

7.3.7 Delete subparagraph 7.3.7 and substitute with the following:

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

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

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

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

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

#### **ARTICLE 8 - TIME**

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

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

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

#### **ARTICLE 9 – PAYMENTS AND COMPLETION**

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

9.2.1 Add subparagraph 9.2.1 as follows:

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The Schedule of Values to be submitted by the Contractor, will include, as a minimum, a separate line item for each Division of the Specifications. Any allowances called for in the Drawings and Specifications will be shown as a separate line item. Additional items to be listed may be required by the Architect.

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

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

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

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

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

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

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

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materials and equipment relating to the Work. This provision may not be explained, supplemented, or modified by a course of dealing, a usage of trade, a course of performance or other interpretation that may arise out of the commercial context in which this provision is used.

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

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

9.4.3 Add new subparagraph 9.4.3 as follows:

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

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

9.5.2 Add the following to subparagraph 9.5.2:

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

9.5.4 Add new subparagraph 9.5.4 as follows:

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

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

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

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

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9.8.2 Change subparagraph 9.8.2 as follows:

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

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

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

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

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

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

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



pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

10.2.1.4 Add the following as new sub-subparagraph 10.2.1.4:

the environment, including, without limitation, air, water, land, including wetlands, and other natural resources, and plant and animal life of all types.

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

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

10.2.2.1 Add new sub-subparagraph 10.2.2.1 as follows:

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

10.2.4 Add the following to subparagraph 10.2.4:

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

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

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

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

Add new subparagraph 10.2.9 as follows:

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

10.2.10 Add new subparagraph 10.2.10 as follows:

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

10.2.11 Add new subparagraph 10.2.11 as follows:

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

10.2.12 Add new subparagraph 10.2.12 as follows:

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

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

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

10.3.3 Delete subparagraph 10.3.3 in its' entirety.

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

10.3.6 Delete paragraph 10.3.6 in its' entirety.

**ARTICLE 11 - INSURANCE AND BONDS**

11.1.2 – 11.3.10 Delete subparagraphs 11.1.2 through 11.3.10 in their entirety and replace them with the attached Indemnification and Insurance Exhibit which shall be fully incorporated by reference into this Agreement.

11.4.3 Add new subparagraph 11.4.3 as follows:

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

11.4.4 Add new subparagraph 11.4.4 as follows:

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

**ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

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

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

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

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

**ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.1 Add the following to the end of subparagraph 13.1:

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

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

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13.4.3 Add new subparagraph 13.4.3 as follows:

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

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

If the Contract Documents, or any laws, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the Work or the site of the Project require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect and the Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, test or approvals except where the Contract Documents provide otherwise.

13.6 Delete subparagraph 13.6 in its' entirety.

13.7 Delete paragraph 13.7 in its' entirety.

13.8 CAPTIONS

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

13.9 Add a new Paragraph 13.9 as follows:

13.9 SEVERABILITY

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

13.10 Add a new Paragraph 13.10 as follows:

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

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

13.11 Add new paragraph 13.11 as follows:

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

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

**ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1.1 Delete the number "30" on line 1 and substitute with the number "60".

14.1.3 Delete subparagraph 14.1.3 in its entirety and substitute with the following:

If one of the reasons described in subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for work executed.

14.2.1 Delete subparagraph 14.2.1 in its' entirety and substitute with the following:

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- 14.2.1           The Owner may terminate the Contract for any of the following causes:
- 14.2.1.1       If the Contractor shall institute or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or
- 14.2.1.2       If a receiver of all or any substantial portion of the Contractor's properties is appointed; or
- 14.2.1.3       If the Contractor abandons the Works; or
- 14.2.1.4       If the Contractor fails to prosecute the Work promptly and diligently; or
- 14.2.1.5       If the Contractor fails or refuses to supply enough properly skilled workers or proper materials for the Work; or
- 14.2.1.6       If the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or
- 14.2.1.7       If the Contractor fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any Subcontract with a Subcontractor; or
- 14.2.1.8       If a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or
- 14.2.1.9       If the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or

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

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

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

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

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

14.3.2 In line 1, delete "shall" and insert "may".

14.4.3 On line 2, insert a period after the word "termination" and delete the remaining words on lines 2 and 3.

**ARTICLE 15 – CLAIMS AND DISPUTES**

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

15.2.1 Delete subparagraph 15.2.1 and substitute the following:

Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. A decision by the Architect shall be required as a condition precedent to mediation, litigation or other formal method of dispute resolution of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless no decision has been

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rendered by the Architect within 45 days of referral of the Claim to the Architect or the Architect fails to provide a decision as scheduled in subparagraphs 15.2.2 through 15.2.5, whichever is later.

15.2.2 On line 4 add the word “or” after the word “Claim,” and add a period after the word “compromise.” Delete the balance of the paragraph after the word “compromise”.

15.2.3 On lines 3 and 4 replace the words “Owner” and “Owner’s” with “claimant” and “claimant’s”.

15.2.4 Delete the last sentence of subparagraph 15.2.4 and substitute the following:

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

15.2.5 Delete the second sentence of subparagraph 15.2.5.

15.2.9 Add new subparagraph 15.2.9 as follows:

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

15.2.10 Add new subparagraph 15.2.10 as follows:

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

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

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

**END OF SUPPLEMENTARY GENERAL CONDITIONS**



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SEDGWICK MIDDLE SCHOOL  
128 SEDGWICK ROAD  
WEST HARTFORD, CONNECTICUT

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- \* The above Section 02 09 00 - Lead Abatement, Section 02 82 16 - Asbestos Abatement and Section 02 84 33 - PCB Caulk Abatement, of these Specifications is included as a guide for removal and disposal of asbestos containing materials. It is the Contractor's responsibility to insure that all Federal, State and Local requirements for handling of asbestos containing materials are met and that proper precautions for protection of personnel and public are adhered to. The Specification section mentioned above were prepared by (Owner's Consultant) EnviroMed Services, Inc., 470 Murdock Avenue, Meriden, CT 06450, telephone 203-238-4846, and are included herein as a courtesy to the Owner. They do not represent instructions, decisions or directions on the part of the Architect, Jacunski Humes Architects, LLC, 15 Massirio Drive, Suite 101, Berlin, CT 06037.

## LIST OF DRAWINGS

### EXTERIOR RESTORATION & RELATED WORK

SEDGWICK MIDDLE SCHOOL  
128 SEDGWICK ROAD  
WEST HARTFORD, CONNECTICUT

<u>Drawing No.</u>	<u>Drawing Title</u>
TITLE SHEET	
H-1	ELEVATION ABATEMENT
A-1	ELEVATIONS

**SECTION 01 01 00 – SPECIAL CONDITIONS**

**1.01 USE OF BUILDING BY THE OWNER**

- A. Sedgwick Middle School will not be occupied by students during construction activities. All work must be carefully coordinated with the Superintendent of Schools, or his/her designee, and the Architect to insure satisfactory operational conditions for staff, visitors and maintenance personnel who may occupy the building during the construction period.

**1.02 EXISTING CONDITIONS AND MEASUREMENTS**

- A. Each Bidder will be held to have examined the premises and satisfied himself with the conditions which would in any manner affect the work under the Contract, and no later claims for extra compensation for labor, materials and equipment which could have been foreseen by such examination, including, but not limited field dimensions, will be recognized. This Contractor shall take all necessary measurements for his work, at the site, and shall verify all measurements given on the Drawings. A Pre-Bid Conference will be held at the Sedgwick Middle School, 128 Sedgwick Road, West Hartford, CT, date and time listed on Town of West Hartford bid website.

**1.03 INTENT**

- A. These Specifications with the accompanying Drawings are intended to describe and illustrate all material, labor, equipment and whatsoever else necessary to complete the Exterior Restoration and Related Work at Sedgwick Middle School, West Hartford, CT.
- B. For convenience of reference, these Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the Architect an arbiter to establish limits to Contracts between the Contractor and Subcontractors. The Divisions of the Specifications do not necessarily define the limits of the Contractor's subcontracts; the work of any one subcontract may include items specified in several Divisions or Sections. The Contractor may sublet work as he/she sees fit, but it is his/her responsibility to see that all work shown on the Drawings and or specified is completed in accordance with the Contract.
- C. All materials shall be furnished and all work shall be accomplished in strict accordance with the grades or standards of materials, standards of workmanship, and manufacturer's specifications listed or mentioned in these documents.
- D. The listing or mention of materials shall be sufficient indication that all such materials shall be furnished by the Contractor, in accordance with the grades or standards indicated, free from defects impairing strength, durability or appearance

and in sufficient quantity for the proper and complete execution of the work, unless specifically stated otherwise.

- E. The listing of mention of any method of installation, erection, fabrication or workmanship shall not operate to make the contractor an agent, but shall be for the sole purpose of setting a standard of quality for the finished work. Contractor is free to use any alternate method, provided only that, prior to the start of the work, such alternate method is approved in writing by the Architect, as resulting in quality equal to that intended by these documents. Unless an alternate method is approved, all work shall be in strict accordance with all methods of installation, erection, fabrication and workmanship listed or mentioned herein.

#### **1.04 CORRELATION OF DRAWINGS AND SPECIFICATIONS**

- A. In general, the Specifications will describe the “quality” of the work and the Drawings, the “extent” of the work. The Drawings and specifications are cooperative and supplementary, however, and 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.
- B. In case of disagreement between Drawings and Specifications, or within either document itself, the better quality or greater quantity of work for decision and or adjustment shall prevail. Any work done by the Contractor without consulting the Architect, when the same requires a decision, shall be done at the Contractor’s risk.
- C. Omissions or Errors: If any omissions or errors are noted or instructions at variance with the obvious intent of the documents, it is the responsibility of the Contractor to call them to the Architect’s attention before signing the Contract.

#### **1.05 INTERPRETATION OF “OR EQUAL”**

- A. The use of trade names, with a notation such as “or equal” in these Specifications is to establish quality required there is no attempt to limit competitive bidding, but in like manner quality specified will be rigidly maintained.
- B. The words “approved,” “equal to,” “as directed,” etc., are interpreted and will be taken to mean “to the satisfaction of the Architect.”
- C. Where three or more proprietary names are specified, and the words “or equal” are omitted, no substitute products will be considered. Bids must be based on one of the named products.

#### **1.06 WORK SCHEDULE AND COST BREAKDOWN**

- A. The work is to be carried to completion with utmost speed. Substantial completion of the project shall be achieved by the Contractor as listed on the bid website. The Contractor shall furnish to the Architect a Critical Path Schedule showing anticipated starting and completion dates for the various Divisions of this

work. This schedule shall be furnished to the Architect prior to Contractor's first requisition for payment.

- B. If, in the opinion of the Architect, it becomes necessary for maintaining the schedule and completing the project within the specified time, Contractor shall provide additional crews immediately so upon written request.
- C. Submit immediately after the Contract is let, an itemized breakdown of estimated cost in detail.

**1.07 CONSTRUCTION COORDINATION**

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between General Contractor, Subcontractors and all other Contractors and no claim for extra compensation and or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.

**1.08 TEMPORARY UTILITIES**

- A. General - All concerned with furnishing utilities for use on the project as specified in this section are cautioned to determine location of sources of supply and conditions under which services can be brought to points of use on the site. Each shall inspect premises and drawings for requirements of local installations and shall ascertain rules and fees under which various public private or municipal utilities will supply service. Upon completion of project, remove all temporary work.
- B. Water - Existing service is available for the Contractor's use.
- C. Electrical Service
  - 1. Existing service is available for Contractor's use. The Contractor shall arrange and pay for temporary connections.
  - 2. Contractors shall be responsible for furnishing such light bulbs and extension cords as may be essential to the execution of their respective branches of the work and for extensions of lines to sheds or to power tools and remote areas which cannot be reached with extension cords.
- D. Utility Charges for electric power and water service will be paid by the Owner.

**1.09 PROTECTION**

- A. Contractor shall at all times protect the building from damages from rain water. He shall provide all equipment and enclosures to insure this protection. Removal of existing construction and or work which in any way can allow water to intrude into the building, shall not be undertaken if rain is forecasted. In the event that the building or contents of the building are damaged due to negligence on the part of the Contractor, the Contractor shall fully restore the building, furniture,

- equipment, etc., to original conditions and compensate the Owner for all resulting losses.
- B. Contractor shall remove all snow and ice as may be required for proper protection and prosecution of the work.
  - C. Contractor shall provide all shoring, bracing and sheathing as required for safety and for proper execution of work and have same removed when work is completed.
  - D. During cold weather, Contractor shall protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, Contractor shall cease work and shall so notify Architect. The Contractor shall be responsible for the repair and or replacement, as may be required, of all work damaged from frost, freezing or any elements of the weather.
  - E. Protection at Night and when Work is not in Progress. The Contractor shall be solely responsible for damage, loss or liability, due to the theft or vandalism when work is not in progress at night, weekends, or holidays.
  - F. Existing Exit ways shall be maintained to provide safe egress from occupied portions of the school at all times.
  - G. Fire Protection - All fire used within the structure for working purposes shall be extinguished when not in use. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the school at any time.
  - H. Precaution must be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, school and construction codes must be observed; Contractor shall take or cause to be taken such additional safety and health measures as are reasonably necessary. Machinery, equipment and other hazards, guarded in accordance with 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.
  - I. It shall be the responsibility of the Contractor to protect and preserve, in operating condition, all utilities traversing the work area. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Architect at no additional cost to the Owner.

#### **1.10 USE OF PREMISES, SPECIAL WORKING CONDITIONS**

- A. The Contractor shall confine his apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and on-site limits as directed by the Architect. Coordination with the Owner is essential in this matter.

- B. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris daily.

**1.11 MAINTENANCE OF TRAFFIC AND EXITS**

- A. On-site and off-site traffic and exit ways shall not be blocked by construction vehicles, parked cars, material storage and other construction operations. Interior and exterior school exit ways shall be maintained at all times during the work day.

**1.12 SAMPLES**

- A. All materials that will be used in the construction of this project are subject to the approval of the Architect. All samples required by the Specifications shall be submitted for approval. Where color selections are made, complete samples shall be furnished to the Architect. Carefully note that gravel application can not commence until a sample has been submitted and approved by the Architect.

**1.13 EQUIPMENT AND HOISTS**

- A. The Contractor shall provide at his/her own expense and risk, all tools, equipment apparatus, and temporary work that may be required for the execution of the work under his Contract.
- B. The Contractor shall provide temporary hoists with power and attendance for same as required to handle his/her own materials and rubbish.

**1.14 FIRE EXTINGUISHERS**

- A. Provision of fire extinguishers in the area under construction is required from the standpoint of controlling incipient fires promptly.

**1.15 REPAIRS**

- A. Contractor shall make all repairs to existing streets, walks, curbs, grassed areas, etc., and existing construction, furnishings, equipment, etc., made necessary and or resulting from this work.

**1.16 GENERAL COORDINATION**

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between the General Contractor, Subcontractors and all other Contractors and no claim for extra compensation and or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.
- B. The Contractor shall promptly notify the Architect and Owner of all errors, omissions or discrepancies which he finds on the Contract Documents and he shall not proceed with the work involved in such errors, omissions, or discrepancies until instructions are given by the Architect. The Contractor shall

be responsible for all work erroneously installed prior to receiving said instructions.

**1.17    DELIVERY STORAGE AND HANDLING**

- A. All materials and equipment shall be so delivered, stored and handled as to prevent intrusion of foreign materials and damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages opened for Architect's inspection shall be repackaged until ready for use. Packages, materials and equipment showing evidence of damage shall be rejected.
- B. All materials which could be affected by dampness shall be stored in suitable substantial watertight storage facilities maintained in good condition throughout their use.
- C. Materials shall not be stored within the school. Provision shall be made for its protection from the weather and vandals elsewhere on the site.

**1.18    FINAL CLEANING**

- A. All accumulated rubbish shall be removed from the school and points immediately adjacent thereto by the Contractor who shall transport same from premises. Flammable rubbish shall not be burned on the premises. It shall be hauled away. No rubbish shall be deposited as fill on premises.
- B. Leave the work area clean and ready for use. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be deducted from the Contract for Construction. Thoroughly wash and clean all dirt and stains on all surfaces affected by this contract. Leave the work area and interior of the building clean and ready for occupancy and use on or before August \_\_, 2019. If the Contractor fails to demonstrate a commitment to accomplish the required cleaning, the Owner reserves the right to employ a professional cleaning service and to deduct the cost thereof from the Contract for Construction.

**1.19    SOCIAL SECURITY TAXES**

- A. The Contractor and each Subcontractor shall pay the taxes measured by the wages of all their employees as required by the Federal Social Security Act and all amendments thereto, and accept the exclusive liability for said taxes. The Contractor shall also indemnify and hold the Owner harmless on account of any tax measured by the wages aforesaid of employees of the Contractor and his subcontractors, assessed against of the Owner under authority of said law.

**1.20    UNEMPLOYMENT INSURANCE**

- A. The Contractor and each Subcontractor shall pay unemployment insurance measured by the wages of his employees as required by law and accept the exclusive liability for said contributions. The Contractor shall also indemnify and hold harmless the owner on account of any contribution measured by the wages of



aforesaid employees of the Contractor and their Subcontractors, assessed against the Owner under authority of law.

**1.21    OCCUPATIONAL SAFETY AND HEALTH ACT**

- A.    The Contractor 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 and said requirements, standards and regulations are incorporated herein by reference.
- B.    The Contractor 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 their agents, employees, material men or Subcontractors failing to so comply.
- C.    The Contractor shall indemnify the Owner and Architect and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Contractor, their Subcontractors or material suppliers.

**1.22    JOB MEETINGS**

- A.    Meetings conducted at the job site by the Architect's representative for the purpose of coordinating and observing the work shall be mandatory for the General Contractor and or his/her superintendent. Also, at times, the Architect's representative will designate certain Subcontractors to attend.

**1.23    LIST OF CONTACTS**

- A.    General Contractor shall furnish Owner list of persons to contact with telephone numbers for emergency use during construction period (off hours, weekends, holidays).

**1.24    PLANS AND SPECIFICATIONS AT THE SITE**

- A.    The General Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved shop drawings, change orders and other modifications, schedules, and instructions in good order and marked to record all changes made during construction. These shall be available at all times to the Architect or his authorized representatives.

**1.25    DRAWINGS FURNISHED**

**SEDGWICK MIDDLE SCHOOL**

**WEST HARTFORD, CT**

**SPECIAL CONDITIONS**

**01 01 00-8**

- A. Two (2) copies of the Drawings and Specifications will be allowed the General Contractor by the Owner. If more are required, the General Contractor shall pay the cost of reproduction.

**END OF SECTION 01 01 00**

**SECTION 01 30 00 - SUBMITTALS AND PRODUCT SUBSTITUTIONS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
  - 1. Schedule of Values.
  - 2. Shop Drawings.
  - 3. Product Data.
  - 4. Samples.
- B. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- C. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
  - 1. Applications for payment.
  - 2. Performance and payment bonds.
  - 3. Insurance certificates.
  - 4. List of Subcontractors.

**1.3 SUBMITTAL PROCEDURES**

- A. Coordination: Within 15 days of the Contract award, submit to the Architect a comprehensive Submittals listing each item to be submitted and the date proposed to be submitted. Coordinate with the Architect in the preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 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 elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
    - b. Coordinate transmittal of all submittals requiring color selection so that comprehensive selection can be processed.
  3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
    - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the General Contractor when a submittal being processed must be delayed for coordination.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow two weeks for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  2. Include the following information on all submittals:
    - a. Name of item being submitted.
    - b. Number and title of appropriate Specification Section.
    - c. Drawing number and detail references, as appropriate.
    - d. Name of manufacturer.
    - e. Name, address and telephone number of supplier.
    - f. Bid Package number and name.
    - g. Project Name.
    - h. Date.
    - i. Name, address and telephone number of Contractor.
    - j. Name, address and telephone number of Subcontractor.
    - k. Name, address and telephone number of Architect.
- C. Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from General Contractor to Architect using a

transmittal form. Submittals received from sources other than the General Contractor will be returned without action.

- D. Number of copies: Submit seven (7) copies of all shop drawings and product data. Submit one (1) each of all samples.

#### **1.4 DEFINITIONS**

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the General Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  2. Revisions to Contract Documents requested by the Owner or Architect.
  3. Specified options of products and construction methods included in Contract Documents.
  4. The General Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### **1.5 SCHEDULE OF VALUES**

- A. Coordinate preparation of the Schedule of Values with preparation of the General Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. General Contractor's construction schedule.
    - b. Application for Payment form.
    - c. List of subcontractors.
  2. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
1. Forms: Use AIA Document G702 and Continuation Sheets G703, as the form for the Schedule of Values.
  2. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Architect.

- c. Project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
- 3. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
  - a. Generic name.
  - b. Related Specification Section.
  - c. Change Orders (numbers) that have affected value.
  - d. Dollar value.
  - e. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- 4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- 5. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- 6. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Show temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items in the Schedule of Values.

#### **1.6 SHOP DRAWINGS**

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
  - 6. Sheet Size: Except for templates, patterns and similar full size Drawings, submit Shop Drawings on sheets at least 8 ½" x 11", but no larger than 24" x 36".

7. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- C. Shop Drawing Submissions to the Architect in electronic format only will be acceptable to the Architect given that they are in Adobe, PDF format and contain proper transmittal information.

### **1.7 PRODUCT DATA**

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
  1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  3. Submittals: Submit copies of each required submittal; submit additional copies where required for maintenance manuals.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  4. Distribution: Furnish copies of final submittal to Architect for distribution to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
    - a. Do not proceed with installation until an approved copy of Product Data applicable is in the installer's possession.
    - b. Do not permit use of unmarked copies of Product Data in connection with construction.

### **1.8 SAMPLES**

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include

partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

1. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
  - a. Generic description of the sample.
  - b. Sample source.
  - c. Product name or name of manufacturer.
  - d. Compliance with recognized standards.
  - e. Availability and delivery time.
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units that show approximate limits of the variations.
  - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
3. Preliminary submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
  - a. Preliminary submittals will be reviewed with the Architect indicating selection or other action.
  - b. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, samples will not be returned, unless so requested in advance.
5. Maintain sets of returned samples, at the Project site, for quality comparisons throughout the course of construction.
  - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.



- A. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
  2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers, complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
    - b. Samples, where applicable or requested.
    - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
    - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
    - e. A statement indicating the substitution's effect on the General Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
  3. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the General Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

**1.10 ARCHITECT'S ACTION**

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, to indicate the action taken:
  - 1. Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
  - 2. Final-But-Restricted Release: When submittals are marked "Approved as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  - 3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
  - 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

**PART 2 - PRODUCTS**

**2.1 SUBSTITUTIONS**

- A. Conditions: The General Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
  - 1. Extensive revisions to Contract Documents are not required.

2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
  5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the General Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the General Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the General Contractor certifies that the proposed substitution provide the required warranty.
- B. The General Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

**PART 3 - EXECUTION (Not Applicable).**

**END OF SECTION 01 30 00**

**SECTION 02 07 00 – SELECTIVE DEMOLITION**

**PART 1      GENERAL**

**1.01    RELATED DOCUMENTS**

- A.    AIA Document A201, “General Conditions of the Contract for Construction,” 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

**1.02    SUMMARY**

- A.    This Section requires the selective removal and subsequent off-site disposal of the following:
  - 1.    Portions of existing building elements indicated on drawings and as required to accommodate new construction.
  - 2.    Removal of existing structural elements as indicated on drawings or required to accommodate new construction.
  - 3.    Removal of existing trim and finishes as indicated on drawings or required to accommodate new construction.
- B.    Related Work Specified Elsewhere, including but not limited to:
  - 1.    Section 04 20 00 - Unit Masonry
  - 2.    Section 04 50 00 - Masonry Restoration
  - 3.    Section 04 90 00 - Masonry Cleaning

**1.03    SUBMITTALS**

- A.    General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B.    Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner’s Representative prior to start of work.

**1.04    JOB CONDITIONS**

- A.    Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However,

minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.

- B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
  - 1. Storage or sale of removed items on site will not be permitted.
- C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
  - 1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
  - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
  - 3. Protect floors with suitable coverings when necessary.
  - 4. Construct temporary insulated dust-proof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dust-proof doors and security locks.
  - 5. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
  - 6. Remove protections at completion of work.
- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
  - 1. Do not close, block, or otherwise - obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- F. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
  - 1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
  - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

**PART 2      PRODUCTS (Not Applicable)**

**PART 3      EXECUTION**

**3.01      PREPARATION**

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
  - 1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
  - 2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
  - 3. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
    - a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

**3.02      DEMOLITION**

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
  - 1. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative,

rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

**3.03    DISPOSAL OF DEMOLISHED MATERIALS**

- A.    Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
  - 1.    If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
  - 2.    Burning of removed materials is not permitted on project site.

**3.04    CLEANUP AND REPAIR**

- A.    General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
  - 1.    Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

**END OF SECTION 02 07 00**

**LEAD ABATEMENT**

**PART 1 - GENERAL**

**1.01      DEFINITIONS**

- A.    Action Level: Employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) calculated as an eight hour time weighted average.
- B.    Competent Person: An individual capable of identifying existing asbestos and lead hazards and taking corrective measures to eliminate them. The duties of the competent person include at least the following: controlling entry to and exit from the lead abatement area, ensuring contract compliance, conducting personal air monitoring, ensuring that all employees working within the lead abatement area have asbestos and lead training, and ensuring that lead abatement workers use the hand washing facilities. An individual licensed in the State of Connecticut as a Lead Abatement Supervisor and Asbestos Abatement Supervisor.
- C.    Lead Based Paint: Paint found to contain greater than or equal to 1.0 milligrams of lead per square centimeter of paint area by XRF testing or greater than or equal to 0.5% lead by atomic absorption spectroscopy.
- D.    Permissible Exposure Limit (PEL): Fifty (50) micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) of air averaged over an 8 hour period as determined by 29 CFR 1926.62.
- E.    Personal Monitoring: Sampling of lead and asbestos concentrations within the breathing zone of a worker to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples shall be representative of the employee's work tasks.
- F.    Toxicity Characteristic Leaching Procedure (TCLP): Toxicity characteristic leaching procedure utilizing EPA Test method SW-846, Method 1311.

**1.02      GENERAL**

- A.    Scope: - Paint prep for window lintels at Sedgwick Middle School. The scope is detailed on Drawing H-1.
- B.    Contractor is responsible for compliance with the OSHA Construction Industry Standard for Lead (29 CFR Part 1926.62) when conducting



renovation activities at Hall High School. Contractor is to maintain a copy of 29 CFR 1926.62 on site.

- C. Notification: Contractor shall obtain a small quantity hazardous waste generator ID number from the State DEEP for the site on behalf of the Owner.

**1.03     LEAD PAINT IDENTIFICATION**

- A. Toxic ( $\geq 0.5\%$ ) levels of lead in paint are present on:  
Metal window lintels at Sedgwick School
- B. Non-toxic ( $< 0.5\%$ ) levels of lead are present in:  
Caulk

**1.04     DEBRIS DISPOSAL**

- A. The following materials shall be disposed of as hazardous lead waste with a TCLP reading  $> 5$  mg/l:
  - Paint chips and dust from metal lintels

**1.05     WORKER PROTECTION PROCEDURES**

- A. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the lead abatement area.
- B. Workers shall wear respiratory protection and protective suits while in the lead abatement area.

**1.06     TRAINING & LICENSING REQUIREMENTS**

- A. All Contractor employees on the job site are required to be trained regarding any hazardous materials, including lead, they may be exposed to at the work site and health and safety hazards at the work site. Training shall meet the requirements of the Hazard Communication Standard (29 CFR 1926.59) and Safety Training and Education Standard (29 CFR 1926.21).
- B. All lead abatement workers (workers handling building components painted with lead-based paint or present within the regulated area) shall be certified as a lead abatement worker in the State of Connecticut. Lead abatement worker certificates shall be kept on site in a binder for review.
- C. The lead abatement contractor shall be licensed in the State of Connecticut as a Lead Abatement Contractor. The Lead Abatement Contractor license shall be kept on site in a binder for review.

**1.07      COMPETENT PERSON**

- A.    Maintain a competent person on site for the duration of lead abatement. The competent person shall be certified as a lead abatement supervisor in the State of Connecticut. The competent person shall be licensed as an asbestos abatement supervisor in the State of Connecticut.

**1.09      LEAD ABATEMENT PLAN**

- A.    Prior to construction, in compliance with the OSHA Lead Standard, prepare a written description of lead abatement activities planned detailing methods, equipment, engineering controls, crew size, employee job responsibilities, operating and maintenance procedures.
- B.    Submit a copy of the Lead Abatement Plan to the A/E for review. Maintain a copy on site during construction.

**PART 2 - PRODUCTS**

**2.01      MATERIALS**

- A.    6 mil polyethylene drop cloths.
- B.    Labels and signs shall conform to applicable regulations.

**2.02      TOOLS AND EQUIPMENT**

- A.    Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- B.    Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C.    OSHA compliant scaffolding or lifts to safely access windows of building.

**PART 3 – EXECUTION**

**3.01      PREPARATION OF WORK AREA**

- A.    Shut down and seal air intakes proximal to the lead abatement area.
- B.    Seal the inside of windows being abated with 6 mil poly and duct tape.

- C. Provide 6 mil poly drop cloths on the ground, roof, or pavement under the abatement area. Provide weights on the drop cloths during windy periods.
- D. Contractor is responsible for taping-off and posting lead warning signs at exterior lead abatement areas and keeping untrained adjacent personnel and pedestrians away from the lead abatement activity.

### **3.02 WORKER HAND WASHING FACILITY**

- A. Establish an abatement worker hand washing facility consisting of running potable water, a wash basin, soap, and towels. The hand washing facility shall be trailer-mounted for mobility. The hand washing facility shall be placed adjacent to the building be abated.
- B. All workers shall wash their hands and face prior to taking breaks, going to lunch, and leaving the site at the end of the work day.
- C. No personnel or equipment shall be permitted to leave the regulated area unless first decontaminated by washing to remove all lead debris.
- D. Dispose of used wash water in the hazardous waste barrel along with the lead paint debris.

### **3.03 EXTERIOR ABATEMENT**

- A. A Competent Person shall be on the job at all times to ensure proper work practices throughout the project.
- B. Clean-up all paint chips and debris by the end of the work shift. Roll-up the tarps and store at the end of each work day.
- C. Barrel paint chips and paint dust for disposal. Properly label barrels as hazardous lead waste.
- D. After lead paint abatement is finished on the elevation, thoroughly HEPA vacuum the ground beneath until no visible paint chips or dust are present.

### **3.04 DISPOSAL OF PAINT CHIPS & DEBRIS**

- A. Disposal of lead-containing material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

- B. All hazardous lead-bearing waste removed from the site by the Contractor shall be containerized in barrels. Store waste materials in U.S. Department of Transportation (49 CFR 178) approved containers. Properly label and placard each container to identify the type of waste (49 CFR 172) and the date the container was filled.

3.05 CONTRACTOR PERSONAL AIR MONITORING RESPONSIBILITY

- A. Conduct lead dust air sampling to assure that workers are protected in accordance with all applicable Federal, State, and Local regulations. Documentation of air sampling results must be recorded at the work site within five (5) working days and shall be available for review until the job is complete.

END OF SECTION 02 09 00

**SECTION 02 82 16 - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. The work specified herein shall be the abatement of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site at all times during asbestos abatement work. This person must comply with applicable Federal, State and Local regulations which mandate work practices, and be capable of performing the work of this contract.
- B. The Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-440-1 through 9 & 20-441. The asbestos supervisor and workers shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-437 and 20-438. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations. The licensing requirements are available from the Environmental Health Services Division, Department of Public Health, 410 Capitol Avenue, MS#51AIR, P.O. Box 340308, Hartford, CT 06134.
- C. The Town of West Hartford (Owner) will retain the services of a Project Monitor for protection of its interests and those using the building. Pre-abatement, during abatement and post-abatement sampling will be conducted as deemed necessary.
- D. Deviations from this Specification require the written approval of the Town of West Hartford.
- E. The Contractor is responsible for restoring all work areas and auxiliary areas utilized during abatement to conditions equal to or better than original. Any damage caused during the performance of abatement activities shall be repaired by the Contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, removal of ceiling tiles or concrete blocks, broken glass, etc.) at no additional expense to the Owner. The Contractor is responsible for protecting all objects in work areas that are permanent fixtures or too large to remove.
- F. The Contractor shall be responsible for the following general requirements:
  - 1. Obtain all approvals and permits, and submit all notifications required.
  - 2. Provide, erect, and maintain all planking, bracing, shoring, barricades, and warning signs.
  - 3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition shall become the property of the Contractor and shall be removed from the premises.
  - 4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Owner as to the storage location.
  - 5. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.
- G. It shall be the responsibility of the Contractor to protect and preserve in operating condition, all utilities traversing the building and site. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Owner at no cost to the Owner.

**1.2 DESCRIPTION OF WORK**

- A. The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- B. The asbestos abatement work shall include the removal of asbestos-containing (ACM) exterior caulking in Sedgwick School as shown on Drawing H-1 and specified herein.

**1.3 DEFINITIONS**

**Adequately Wet** - Sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

**AHERA** - Asbestos Hazard Emergency Response Act - U. S. EPA regulation 40 CFR Part 763 under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643. This rule mandates inspections, accreditations of persons involved with asbestos, and final air clearances following abatement in public and private schools, and public and commercial buildings.

**Alternative Work Practice (AWP)** - Deviation from Asbestos Standards (Sections 19a-332a-1 to 19a-332a-16 inclusive). Deviation requires a written approval letter from the State of Connecticut Department of Public Health and the Owner.

**Asbestos** - The term asbestos includes chrysotile, amosite, crocidolite, asbestiform tremolite, asbestos, anthophyllite asbestos, actinolite asbestos and any of these minerals that has been chemically treated and/or altered.

**Asbestos Abatement** - The removal, encapsulation, enclosure, renovation, repair, demolition or other disturbance of asbestos-containing materials except activities which are related to the removal or repair of asbestos cement pipe and are performed as defined in Section 25-32a of the Connecticut General Statutes.

**Asbestos-Containing Material (ACM)** - Any material containing more than one percent asbestos.

**Asbestos-Containing Waste Materials** - Mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

**Asbestos Control Area** - An area where asbestos abatement operations are performed which is isolated by physical boundaries which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris. Two examples of an Asbestos Control Area are a "full containment" and a "glove-bag."

**Asbestos Fiber** - A particulate form of asbestos, tremolite, anthophyllite, actinolite, or a combination of these minerals having a length of five micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

**Authorized Asbestos Disposal Facility** - A location approved by the Connecticut Department of Environmental Protection for handling and disposing of asbestos waste or by an equivalent regulatory agency if the material is disposed of outside the State of Connecticut.

Category I Non-Friable Asbestos-Containing Material (ACM) -Asbestos-containing packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II Non-Friable ACM - Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Competent Person - Individual capable of identifying existing asbestos, tremolite, anthophyllite, or actinolite hazards and corrective measures to eliminate them, as specified in 29 CFR 1926.32. The duties of the Competent Person include at least the following: establishing the pressure differential, ensuring its integrity, and controlling entry to and exit from the enclosure; supervising any employee exposure monitoring required by the standard; ensuring that all employees working within such an enclosure wear the appropriate personal protective equipment, are trained in the use of appropriate methods of exposure control, and use the hygiene facilities and decontamination procedures specified; and ensuring that engineering controls in use are in proper operating condition and are functioning properly.

Concealed Space - Space which is out of sight. Examples of a concealed space include area above ceilings; below floors; between double walls; furred-in areas; pipe and duct shafts; and similar spaces.

Critical Barrier - A minimum of two layers of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grilles and any other openings between the Work Area and uncontaminated areas outside of the Work Area, including the outside of the building.

Decontamination Enclosure System - A series of rooms separated from the Work Area and from each other by air locks, for the decontamination of workers and equipment.

Demolition - The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

DEEP - The Connecticut Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106.

DPH - The Connecticut Department of Public Health, 410 Capitol Avenue, MS#51AIR, P.O. Box 340308, Hartford, CT 06134.

Differential Pressure - A difference in the static air pressure between the Work Area and occupied areas, and is developed by the use of HEPA filtered exhaust fans. This differential is generally in the range of 0.02 to 0.04 inches of water column.

Encapsulant - Specific materials in various forms used to chemically entrap asbestos fibers in various configurations to prevent these fibers from becoming airborne. There are four types of encapsulant as follows:

- a) Removal Encapsulant (can be used as a wetting agent).
- b) Bridging Encapsulant (used to provide a tough durable surface coating to asbestos-containing material).
- c) Penetrating Encapsulant (used to penetrate the asbestos containing material down to substrate, encapsulating all asbestos fibers).

- d) Lock-down Encapsulant (used to seal off "lock-down" minute asbestos fibers left on surfaces from which asbestos containing materials have been removed).

Encapsulation - The application of an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the air.

Engineering Controls - Controls to include, but not be limited to, pressure differential equipment, decontamination enclosures, critical barriers and related procedures.

Equipment Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled transfer of materials and equipment into or out of the Work Area, typically consisting of a Washroom and a Holding Area.

Exposed - Open to view.

Finished Space - Space used for habitation or occupancy where rough surfaces are plastered, paneled or otherwise treated to provide a pleasing appearance.

Fixed Critical Barrier - Barrier constructed of 2" x 4" metal framing 16" O.C., with 1/2" wallboard on the occupied side and 1/2" wallboard and two layers of six (6) mil polyethylene sheeting on the Work Area side to prevent unauthorized access or air flow.

Fixed Object - A piece of equipment or furniture in the Work Area which cannot be removed from the Work Area, as determined by the Owner.

Friable Asbestos Material - Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, Section 1, Polarized Light Microscopy, that when dry can be crumbled, pulverized or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Glove-Bag - A sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used glove bags provide a small Work Area enclosure typically used for small scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health Administration's (OSHA's) final rule on occupational exposure to asbestos (29 CFR 1926.1101).

Glove-Bag Technique - A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contaminated work area. The glove-bag assembly is a manufactured or fabricated device consisting of a glove-bag (typically constructed of six (6) mil polyethylene or polyvinyl chloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove-bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process.

High-efficiency particulate air (HEPA) A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles 0.3 microns in diameter.

Lock-down - The procedure of spraying polyethylene sheeting and building materials with an encapsulant type sealant to seal in non-visible asbestos-containing residue.

Movable Object - A piece of equipment or furniture in the Work Area which can be removed from the Work Area, as determined by the Owner.



**Non-Friable Asbestos-containing Material** - Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy, that when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.

**Permissible Exposure Limit (PEL)** - An airborne concentration of asbestos, tremolite, anthophyllite, actinolite or a combination of these minerals of 0.1 fibers per cubic centimeter (f/cc) of air calculated as an eight (8) hour time-weighted average, as determined by Phase Contrast Microscopy.

**Personal Monitoring** - Air sampling within the breathing zone of an employee.

**Pre-Clean** - The process of cleaning an area before asbestos abatement activities begin to ensure all dust and debris in the area considered to be asbestos-containing are properly contained and disposed of. This increases the likelihood the area will pass aggressive air sampling clearance requirements after asbestos-containing materials have been removed.

**Regulated Area** - Area established by the employer to demarcate areas where airborne concentrations of asbestos, tremolite, anthophyllite, actinolite or a combination of these minerals exceed, or can reasonably be expected to exceed, the Permissible Exposure Limit.

**Regulated Asbestos-Containing Material (RACM)** - (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

**Renovation** - Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting members are wrecked or taken out are demolitions.

**Repair** - Overhauling, rebuilding, reconstructing or reconditioning of structures or substrates where asbestos, tremolite, anthophyllite or actinolite is present.

**Unfinished Space** - Space used for storage, utilities or work area where appearance is not a factor. Examples of an unfinished space include crawlspace; pipe tunnel and similar spaces.

**Visible Emissions** - Any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

**Visible Residue** - Any debris or dust on surfaces in areas within the Work Area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos.

**Waste Generator** - Any owner or operator of a source whose act or process produces asbestos-containing waste material.

**Waste Shipment Record** - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

**Wet Cleaning** - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Work Area - Specific area or location where the actual work is being performed or such other area of a facility which the Commissioner determines may be hazardous to public health as a result of such asbestos abatement.

Worker Decontamination Enclosure System - The portion of a Decontamination Enclosure System designed for controlled passage of workers and authorized visitors, typically consisting of a Clean Room, a Shower Room and an Equipment Room.

**1.4      REFERENCES**

- A.      The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.

1.      Occupational Safety and Health Administration (OSHA)

29 CFR 1910.1001 - Asbestos, Tremolite, Anthophyllite, and Actinolite.

29 CFR 1910.134 - Respiratory Protection.

29 CFR 1926.21 - Safety Training and Education

29 CFR 1926.32 - Definitions

29 CFR 1926.51 - Sanitation

29 CFR 1910.134 - Gases, Vapors, Fumes, Dusts, and Mists

29 CFR 1926.59 - Hazard Communication.

29 CFR 1926.200 - Accident Prevention Signs and Tags.

29 CFR 1926.417 - Lockout and Tagging of Circuits.

29 CFR 1926.1101 - Asbestos

2.      Environmental Protection Agency (EPA)

40 CFR 61, Subpart M - National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.

40 CFR 763, Subpart E - Asbestos Hazard Emergency Response Act (AHERA).

40 CFR 763, Subpart G - Worker Protection Rule.

3.      State of Connecticut, Department of Public Health Regulations (DPH)

Section 19a-332a-1 through 19a-332a-16 - Standards for Asbestos Abatement.

Section 20-440-1 through 20-440-9 and 20-441 Licensure and Training.

4.      American National Standards Institute (ANSI)

ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.

ANSI Z88.2 - Respiratory Protection.

5.     American Society of Testing and Materials (ASTM)  
  
        ASTM E 84 - Surface Burning Characteristics of Building Materials.  
  
        ASTM E 96 - Water Vapor Transmission of Materials.  
  
        ASTM E 119 - Fire Tests of Building and Construction Materials.  
  
        ASTM E 736 - Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.  
  
        ASTM E 1368 - Visual Inspection of Asbestos Abatement Projects.  
  
        ASTM E 1494 - Encapsulants for Spray- or Trowel-Applied Friable Asbestos-Containing Building Materials.
6.     Underwriters Laboratories, Inc. (UL)  
  
        UL 586 - High-Efficiency, Particulate, Air Filter Units.

**1.5     DOCUMENTATION**

- A.     Submit two copies of the following documentation to ensure compliance with the applicable regulations. An up to date copy shall be retained at the job site at all times.
  - B.     Manufacturer's Catalog Data:  
  
        MSDS for All Materials Delivered to the Site
  - C.     Statements:  
  
        Connecticut Notification  
        EPA Notification  
        Worker Medical Certification  
        Worker Training Certification  
        Worker Respirator Fit Testing  
        Worker Asbestos Licenses  
        OSHA Laboratory Certification  
        Landfill Approval  
        Safety Plan  
        Respirator Protection Plan  
        Initial Exposure Assessment
1.     Submit notification to the following agencies at least ten (10) working days before work commences on the project:
    - a.     Department of Public Health  
        Environmental Health Section  
        450 Capitol Avenue, MS#51AIR  
        P.O. Box 340308  
        Hartford, CT 06134-0308
    - b.     Asbestos Demo/Reno Notifications  
        US EPA Region 1  
        5 Post Office Square, Mail Code OES05-4  
        Boston, MA 02109-3912

2. Copies of all required notifications, approvals and permits for the removal, disposal and transport asbestos-containing or contaminated materials.
3. Documentation from a physician certifying that all employees who may be exposed to airborne asbestos in excess of the background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. In addition, document that personnel have received medical monitoring required in 29 CFR 1926.1101. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he/she will be required to perform as well as special work place conditions such as high temperature, high humidity and chemical contaminants which to which he/she may be exposed.
4. Documentation certifying that all employees have received training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis.
5. Documentation of respiratory fit testing for all employees who must enter the Work Area. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1926.1101.
6. Qualifications of the person proposed for air sampling to assure workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Include the name and address of the testing laboratory proposed to perform air sample analysis on behalf of the Contractor, along with their NIOSH PAT Program I.D. number.
7. Establish and supervise in accordance with 29 CFR 1926.21, a program for the education and training of workers in the recognition, avoidance and prevention of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. Include any site specific information to address health and safety procedures unique to this project.
8. Establish a written Respiratory Protection Plan in accordance with 29 CFR 1910.134. This plan shall establish procedures governing the selection and use of respirators and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.
9. Demonstrate that employees exposure will be below the PEL's. For Class I asbestos work until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of the PEL's, or otherwise makes a negative exposure assessment, the employer shall presume that employees are exposed in excess of the TWA and excursion limit.

D. Records:

Sign-in/out Logs  
Personal Air Sampling Results  
Waste Shipment Records  
Pressure Differential Recording Data

1.6 PERSONNEL PROTECTION

- A. Instruct workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.
- B. Ensure workers are fully protected with respirators and protective clothing during work in the Asbestos Control Area, where there is the possibility of disturbing asbestos-containing or asbestos-contaminated materials.
- C. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1101. Provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure. As a minimum, workers shall be equipped with powered air-purifying respirators (PAPR) with HEPA filters.
- D. Select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11. Provide an adequate supply of filter elements for respirators in use.
- E. Minimum respiratory protection shall be as follows:

Airborne concentration of asbestos,  
tremolite, anthophyllite, actinolite  
or a combination of these minerals.

**Required Respirator**

Not in excess of 10 f/cc  
(100 x PEL)

- 1. Any powered air purifying respirator equipped with high efficiency filters.
- 2. Any supplied-air respirator operated in continuous flow mode.

Not in excess of 100 f/cc  
(1000 x PEL)

- 1. Full facepiece supplied supplied air respirator operated in pressure demand mode.

Greater than 100 f/cc  
(>1000 x PEL) or  
unknown concentration

- 1. Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus.

- Note:
- 1. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations.
  - 2. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

- F. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

- G. Provide all authorized persons entering contaminated areas with proper respirators and protective clothing.
- H. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.
- I. Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.
- J. Ensure workers do not eat, drink, smoke or chew gum or tobacco while in the Asbestos Control Area.

#### **1.7 EQUIPMENT REMOVAL PROCEDURE**

- A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

#### **1.8 SEQUENCE OF WORK**

- A. Proceed in accordance with the sequence of work as mutually agreed upon with the Construction Manager. Work shall be divided into convenient Work Areas, each of which is to be completed as a separate unit.
- B. The following sequence of work shall be used for the asbestos abatement work:
  - 1. A visual inspection of the Work Area to determine pre-existing damage to facility components.
  - 2. Release of floor area (Phase) to the Contractor.
  - 3. All temporary utilities required for the project shall be on site and operational prior to the initiation of asbestos work.
  - 4. Abatement of all asbestos-containing materials by the Contractor.
  - 5. Air sampling by the Project Monitor for reoccupancy.
  - 6. Containment tear-down and clean-up.

#### **1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating materials. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Fire retardant polyethylene sheet in roll size to minimize the frequency of joints, shall be delivered to job site with factory label indicating four (4) or six (6) mil.

- B. Polyethylene disposable bags shall be six (6) mil with pre-printed label. Disposable bags shall be opaque.
- C. Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.
- D. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.
- E. Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.
- F. Labels and signs shall conform to OSHA Standard 29 CFR 1926.1101.
- G. Encapsulant shall be bridging or penetrating type which has been approved by the Design Consultant. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant shall dry clear.
- H. Glove-bag assembly shall be manufactured of six (6) mil transparent polyethylene or PVC with two (2) inward projecting long sleeve gloves, an internal pouch for tools, and an attached labeled receptacle for waste.

## **2.2 TOOLS AND EQUIPMENT**

- A. Tools and equipment shall be suitable for asbestos removal.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C. Electrical equipment, protective devices and power cables shall conform to all applicable codes.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers.
- E. Exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Asbestos Control Area.
- F. Pressure differential monitoring equipment shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.
- G. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Asbestos Control Area.
- H. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 microns in diameter or larger.

- I. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.
- J. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION OF WORK AREA ENCLOSURE SYSTEM**

- A. Prior to beginning work, the Owner, Design Consultant, and Contractor shall conduct a pre-abatement meeting, perform a visual survey of each Work Area and list all pre-existing damage to building components. The Contractor shall submit to the Owner a list which shall include all damaged areas not scheduled to be repaired under this Contract and include photographs, video tapes as applicable.
- B. Post warning signs meeting the specifications of OSHA 29 CFR 1910 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of work place enclosure barriers.
- C. Utilize engineering controls and personnel protective equipment while installing enclosures and supports when asbestos-containing materials may be disturbed.
- D. When feasible, shut down and lock out electrical power, including all receptacles and light fixtures. Protect receptacles and light fixtures remaining in the Work Area with six (6) mil polyethylene and seal with tape. Coordinate all power isolation with the Owner.
- E. Provide temporary power and lighting and ensure safe installation, including ground fault protection, of temporary power sources and equipment in compliance with applicable electrical code and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring.
- F. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal all vents.
- G. Pre-clean movable objects within the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from Work Areas to a temporary location.
- H. Pre-clean fixed objects within the proposed Work Areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with two layers of six (6) mil polyethylene sheeting sealed with tape.
- I. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- J. Seal off all windows, doorways, skylights, ducts, grilles, diffusers, and any other openings between the Work Area and the uncontaminated areas outside of the Work Area with critical barriers. Doorways and corridors which will not be used for passage during work must be sealed with fixed critical barriers.
- K. Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Polyethylene shall be applied alternately to floors and walls. Cover floors first, with a layer of six (6) mil polyethylene



sheeting, so that polyethylene extends at least twelve (12) inches up on walls. Cover walls with a layer of four (4) mil polyethylene sheeting to twelve (12) inches beyond the wall floor intersection, thus overlapping the floor material by a minimum of twenty-four (24) inches. Repeat the process for the second layer of polyethylene. There shall be no seams in the plastic sheet at wall-to-floor joints.

- L. Conspicuously label and maintain emergency and fire exits from the Asbestos Control Area satisfactory to fire officials.
- M. No asbestos abatement (including prep work and containment tear-down) may occur with children under age 18 in the school building.

### **3.2 WORKER DECONTAMINATION ENCLOSURE SYSTEM**

- A. Establish contiguous to the Work Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series. Access to the Work Area shall only be through this enclosure.
- B. Access between rooms in the Worker Decontamination Enclosure System shall be through double flap curtained openings (air locks). Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be completely sealed ensuring sole source of air flow into the Asbestos Control Area originates from the outside uncontaminated areas.
- C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.
- D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. Supply warm water to showers. Provide one shower for each eight workers. No worker or other person shall leave an Asbestos Control Area without showering. Shower water shall be collected and filtered using best available technology and dumped down an approved drain.
- E. No personnel or equipment shall be permitted to leave the Asbestos Control Area unless just decontaminated by showering, wet cleaning or HEPA vacuuming to remove all asbestos debris. No asbestos-contaminated materials or persons shall enter the Clean Room.

### **3.3 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM**

- A. Establish contiguous to the Work Area an Equipment Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed so as to ensure that no personnel enter or exit through this unit.

### **3.4 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS**

- A. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with fixed critical barriers.
- B. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.
- C. Visually inspect and smoke test NPE barriers to assure an effective seal. Repair defects immediately.

- D. Create a pressure differential in the range of 0.02 to 0.04 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of four times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.02 inches of water column.

### **3.5 ASBESTOS REMOVAL – INTERIOR ABATEMENT**

- A. A Competent Person shall be on the job at all times to ensure the establishment and maintenance of the NPE and proper work practices throughout the project. Before beginning work within the NPE and at the beginning of each shift, the NPE shall be inspected for breaches and smoke tested for leaks, and any leaks sealed. Results of NPE inspections shall be logged.
- B. Do not begin abatement work until authorized by the Project Monitor.
- C. Spray asbestos materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers during the removal operation.
- D. In order to maintain indoor asbestos concentrations at a minimum, remove the wet asbestos in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 8 feet. For heights up to 15 feet provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet provide enclosed dust-proof chutes.
- E. Fill disposal containers (six (6) mil polyethylene bags or fiber drums) as removal proceeds, seal filled containers, apply caution labels and clean containers before removal to wash area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site. Bags shall be decontaminated by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops. Vinyl asbestos floor tile removed shall be placed in polypropylene burlap bags and then double poly bagged. Small components and asbestos containing waste with sharp-edged components (e.g., nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in polypropylene burlap bags and then double poly bagged. Wet clean each container thoroughly before moving to Holding Area. Ensure that workers do not enter from uncontaminated areas into the Washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the Equipment Decontamination Enclosure.
- F. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet.
- G. If at any time during asbestos removal, should the Project Monitor suspect contamination of areas outside the Work Area, the Contractor shall stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.
- H. Containerize asbestos-containing waste material removed daily. Do not allow ACM to remain on the floor overnight, allowing it to dry out.

### **3.6 ASBESTOS REMOVAL – EXTERIOR ABATEMENT**

- A. A Competent Person shall be on the job at all times to ensure the establishment and maintenance of control measures and proper work practices throughout the project.

- B. Do not begin abatement work until authorized by the Project Monitor.
- C. Spray asbestos materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers during the removal operation.
- D. Seal interior of windows with 6 mil poly sheeting and duct tape. Cover ground under exterior removal activity with 10' wide 6 mil polyethylene sheeting, weighted to withstand wind loading. Create a regulated area around the exterior removal area with warning tape and warning signs.
- E. Fill disposal containers (six (6) mil polyethylene bags or fiber drums) as removal proceeds, seal filled containers, apply caution labels and clean containers before removal to wash area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site.
- F. If at any time during asbestos removal, should the Project Monitor suspect contamination of areas outside the Work Area, the Contractor shall stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.
- G. Containerize asbestos-containing waste material removed daily. Do not allow ACM to remain on the ground overnight.

**3.7 ALTERNATIVE WORK PRACTICE (AWP) PROCEDURES**

- A. The procedures described in this specification are to be utilized as the basis for bidding this project.
- B. Alternative procedures require written letters of approval from the following parties:
  - 1. Department of Public Health – Asbestos Program

The Contractor may not conduct asbestos removal utilizing the Alternative Work Practice until the written Alternative Work Practice approval letter from the Department of Public Health is on the job site. Alternative Work Practice approvals shall be secured prior to implementation.
- C. Allow 21 calendar days for the processing of written requests for Alternate Work Practices by the Owner and associated review parties. Alternate Work Practices may not be utilized without Owner approval.
- D. Written requests for Alternate Work Practices must be accompanied by a written itemized credit proposal to the Owner detailing the labor and material costs that will be credited to the Contract if the Alternate Work Practice is approved. Written requests for Alternate Work Practices must be accompanied by a written assessment of the schedule impact of utilizing the proposed Alternate Work Practice.
- E. The Town of West Hartford reserves the right to reject any proposed Alternative Work Practice without cause.
- F. The Contractor shall be responsible for all fees associated with filing Alternative Work Practice (AWP) applications. Submission of AWP applications requires a Connecticut DPH Asbestos Project Designer license. The Contractor is responsible for retaining a licensed Asbestos Project Designer to prepare the Alternate Work Practice. The licensed Asbestos Project Designer that prepares the Alternate Work Practice may not be an employee of the Contractor or an employee of a Subcontractor under contract with the Contractor.

- G. Submit written requests for Alternate Work Practices to the Owner.

### **3.8 CLEAN-UP PROCEDURE**

- A. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene wall covering.
- B. Remove contamination from the exteriors of the negative air machines, scaffolding, ladders, extension cords, hoses and other equipment inside the Work Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning.
- C. The Project Monitor shall conduct a thorough visual inspection utilizing a high-intensity flashlight, with the containment barriers in place, to detect visible accumulations of dust or bulk asbestos-containing materials remaining in the Work Area. Should dust, debris or residue be detected, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the work site.
- D. Once the area has been recleaned, any equipment, tools or materials not required for completion of the work, shall be removed from the Work Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.
- E. Apply a lock-down encapsulant to all surfaces within the Work Area from which asbestos has been removed and the cleaned inner layer of polyethylene.
- F. Air sampling for reoccupancy clearance shall be undertaken using aggressive sampling techniques. Analysis of clearance samples shall follow State of Connecticut Regulations, Section 19a-332a-12. Areas which do not comply shall continue to be cleaned by and at the Contractors expense, until the specified Standard of Cleaning is achieved as evidenced by results of air testing. When the Work Area passes the reoccupancy clearance, controls established by this specification may be removed.
- G. Remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation. Dispose of poly sheeting as asbestos-contaminated waste. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process.

### **3.9 REINSTALLATION OF DISPLACED EQUIPMENT**

- A. After reoccupancy is granted, resecure mounted items removed during the course of the work to their former positions.

### **3.10 DISPOSAL OF ASBESTOS**

- A. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Energy and Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.
- B. Disposal approval shall be obtained prior to commencement of asbestos removal.
- C. Warning signs must be attached to vehicles used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.

- D. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and shall be taped into place. Keep dumpsters locked when not in use.
- E. Contractor is responsible for signing the asbestos waste shipment record as generator prior to each asbestos waste dumpster leaving site and giving a copy of the signed waste shipment record to the Owner. The completed waste shipment record with landfill sign-offs shall be forwarded to the Owner.

**3.11 CONTRACTOR RESPONSIBILITY**

- A. Conduct air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours of receipt of results, and shall be available for review until the job is complete.

**3.12 AIR SAMPLING SCHEDULE**

- A. At a minimum, air sampling by the Project Monitor will be conducted in accordance with the following schedule:

Abatement Activity	Pre- Abatement	During Abatement	Post- Abatement
Greater than 160 l.f. or 260 s.f.	PCM	PCM	TEM
Equal to or less than 160 l.f. or 260 s.f.	PCM	PCM	PCM

- B. Frequency and duration of the air sampling during abatement will be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. In addition to OSHA compliance monitoring (personal sampling accomplished by the Contractor) the following minimum schedule of samples will be required:

1. Background Samples:
  - a) Outside of building - 2.
  - b) Adjacent Area(s) inside building - 2.
  - c) Work Area - 3 or if areas are separated (such as rooms) at least one (1) sample per area equalling a minimum of three (3).
2. During Abatement:
  - a) Outside of building at the exhaust of air filtering device - 2 per shift.
  - b) Work Area - 2 per shift.
  - c) Adjacent area inside building - 2 per shift.

- d) Outside of the Equipment Decontamination Enclosure System - 1 during removal of ACM waste.
- 3. Post-Abatement:
  - a) Work Area - At least five (5) per homogenous work site or one (1) per room, whichever is greater.

**C. Post-abatement clearance air monitoring requirements are as follows:**

- 1. Air sampling will not begin until at least 12 hours after wet cleaning has been completed and no visible water or condensation remain.
- 2. Sampling equipment will be placed at random around the Work Area. If the Work Area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the number of samples a representative number of rooms will be selected.
- 3. The representative samplers placed outside the Work Area but within the building will be located to avoid any air that might escape through the isolation barriers and will be approximately 50 feet from the entrance to the Work Area, and 25 feet from the isolation barriers.
- 4. The following aggressive air sampling procedures will be used within the Work Area during all air clearance monitoring:
  - a) Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a 1 horsepower leaf blower) against all walls, ceilings, floors, ledges and other surfaces in the Work Area. This should take at least 5 minutes per 1000 SF of floor area.
  - b) Place a 20-inch fan in the center of the room. (Use one fan per 10,000 cubic feet of room space.) Place the fan on slow speed and point it toward the ceiling.
  - c) Start the sampling pumps and sample for the required time.
  - d) Turn off the pump and then the fan(s) when sampling is complete.
- 5. Air volumes taken for clearance sampling shall be sufficient to accurately determine (to a 95 percent probability) fiber concentrations to 0.010 f/cc of air.
- 6. The clearance criteria for work areas cleared by PCM (Phase Contrast Microscopy) is that all 5 clearance samples must register less than or equal to 0.010 f/cc of air.
- 7. The clearance criteria for work areas cleared by TEM (Transmission Electron Microscopy) is that the average of the 5 clearance samples taken inside the work area must register less than 70 structures per square millimeter of filter area.
- 8. Each homogeneous Work Area which does not meet the clearance criteria shall be thoroughly recleaned using HEPA vacuuming and/or wet cleaning, with the negative pressure ventilation system in operation. New samples shall be collected in the Work Area as described above. The process shall be repeated until the Work Area passes the test, with the cost of repeat sampling being borne entirely by the Contractor.
- 9. For an asbestos abatement project with more than one homogeneous Work Area, the release criterion shall be applied independently to each Work Area.

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- D. TEM clearance turnaround time will be 24 hours after the TEM lab receives the samples by overnight mail.
- 3.13 ACTION CRITERIA
- A. If air samples collected outside of the Work Area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than 0.010 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Work Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Work Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

**END OF SECTION 02 82 16**

**SECTION 02 84 33 – PCB CAULK ABATEMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- A. This section specifies the procedures for removal and disposal of existing assumed PCB-containing / asbestos-containing caulking materials associated with windows and parapets at Sedgwick School (see Drawing H-1 for material types and locations). Dispose of designated removed caulking as combination asbestos and assumed PCB remediation waste at a TSCA facility.
- B. Proper dust control measures such as the use of polyethylene sheeting around work areas/lifts, and wet techniques and HEPA filtration on power tools will be implemented to minimize dust generation. Perimeter air monitoring will be conducted.
- C. All PCB remediation workers shall have completed 40 hour OSHA HAZWOPER training with current annual 8 hour HAZWOPER refresher training. All PCB remediation workers shall also have completed an on site training session to be given by the Contractor to review the PCB hazards and proper work practices outlined in this plan.
- D. All work shall be conducted in accordance with the requirements of EPA regulations including 40 CFR Part 761, OSHA regulations, and CT DEEP Regulations as well as all other applicable codes, rules, and regulations.
- E. The Owner will engage the services of an Environmental Consultant (the Consultant) who shall serve as the Owner's Representative in regard to the performance of the assumed PCB remediation, provide direction as required throughout the remediation work, collection monitoring samples, and general recordkeeping.
- F. The Contractor shall ensure cooperation of its personnel with the Consultant for the sampling and Project Monitoring functions. The Contractor shall comply with all direction given by the Consultant during the course of the Project with regard to the assumed PCB remediation work.

**1.3 REFERENCES**

- A. Connecticut Department of Energy and Environmental Protection (DEEP):
  - 1. Sec. 22a-449(c)-11 Transporter Permits
  - 2. Sec. 22a-449(c)-100 through 110 Hazardous Waste Management

**1.4 SUBMITTALS**

- A. Prior to Commencement of Work:
  - 1. Submit certification of required insurance evidencing that the required coverages are in effect.
  - 2. Submit proof satisfactory to the Owner that all required permits, site locations, arrangements for transport and disposal of assumed PCB-containing or contaminated materials, supplies, and the like have been obtained.
  - 3. Submit documentation to the Owner indicating that each employee has instruction on the hazards of PCB exposure (40 hour HAZWOPER and site specific training), on use and fitting of respirators, on protective dress, on entry and exit from work areas, and on all aspects of work procedures and protective



measures and understands this instruction. Also submit verification that all employees have received medical examinations as required by OSHA regulations.

4. Health & Safety Plan (HASP) developed specific to the Work activities. All workers will follow applicable Federal and State regulations regarding the work activities, including but not limited to OSHA regulations, fall protection standards, respiratory protection, ladder/scaffolding safety, personal protective equipment, etc.
5. Remediation Work Plan: The work plan shall include, but not be limited to, a drawing indicating the location of work areas (boundaries, signage, poly sheeting, etc.), location and details of decontamination facilities, sequencing of assumed PCB materials removal, work procedures, types of equipment, crew size, and emergency procedures for fire and medical emergencies.
6. Waste Transporter and Disposal Facility Permits and other transportation documentation.
7. Project Close-out Submittals: Within 30 days after completion submit the documents listed below:
  - a. Originals of all waste disposal manifests, disposal logs, and certificates of disposal.
  - b. Daily progress log, including the entry/exit log.
  - c. Disposal Site/Landfill Permit from applicable regulatory agency.

#### **1.5 QUALITY ASSURANCE**

- A. Contractor shall provide and assure that the quality of work practices and procedures are consistent with the below listed agencies. Contractor shall utilize the latest edition, including all addenda, revisions and supplements for all regulatory agencies codes, etc., including but not limited to:
  1. Environmental Protection Agency (EPA).
  2. Occupational Safety and Health Administration.
  3. State of Connecticut DEEP codes and laws.
  4. All local codes.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.
  1. The conference shall be attended by the Contractor, the Contractor, and the testing/monitoring laboratory employed by the Owner.

### **PART 2 - PRODUCTS**

#### **2.1 PROTECTIVE CLOTHING**

- A. Safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1- 1967, disposable PVC gloves or other work gloves, and disposable suits), shall be provided to all workers and authorized visitors.
- B. All personnel must utilize proper Personal Protective Equipment (PPE) during all work activities. Proper PPE may vary depending on the job task, but may include disposable gloves, disposable rubber boots, steel-toe boots, disposable suits, respirators, hard hats, hearing protection, and/or eye protection.

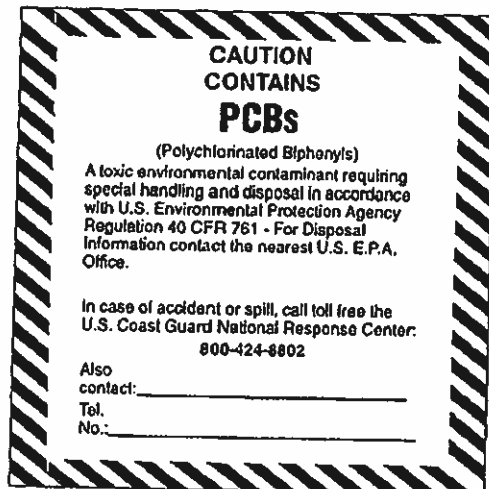
- C. Provide sufficient quantities of protective clothing to assure that enough complete disposable outfits are available for each individual performing remediation Work each day.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area. No unauthorized visitors will be allowed to enter the Work Area.

## **2.2 RESPIRATORY PROTECTION**

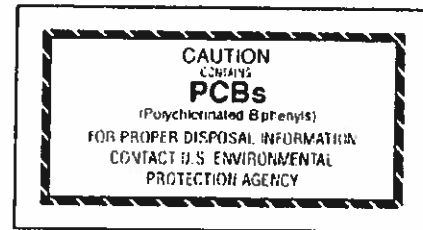
- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and/or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. The Contractor shall maintain fit-test records for each employee using a respirator.
- C. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- D. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134.
- E. Provide a storage area where respirators will be kept in a clean environment.
- F. Provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day.
- G. Filters shall be removed and discarded during the decontamination process at a frequency at least as often as recommended by the manufacturer's specifications. Filters cannot be reused. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.

## **2.3 SIGNS, LABELS & CONTAINERS**

- A. Provide warning signs and barrier tapes at all approaches to PCB Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide signage in English and Spanish.
- B. Provide the appropriate "Large PCB Marking" or "Small PCB Marking" ( $M_L$  or  $M_S$  per 40 CFR 761) as shown below, of sufficient size to be clearly legible, for display on waste containers (bags, boxes, roll-offs or drums) which will be used to contain or transport assumed PCB contaminated material, in accordance with 40 CFR 761. In addition, U.S. Department of Transportation (DOT) 49 CFR Parts 171 and 172 requires the name and UN number of the material to be on the bags or drums, and, if shipped in bulk (roll-offs, Gaylord boxes, etc) the bulk container must also be labeled: Polychlorinated biphenyl, solid mixture UN 3432, if designated as a hazardous waste.



M<sub>L</sub>



M<sub>S</sub>

- C. Provide 6 mil polyethylene disposal bags with PCB caution labels.
  - 1. The "Small PCB Label" (M<sub>S</sub> per 40 CFR 761) may be used as shown above. Bags shall also be labeled with U.S. DOT required markings per 49 CFR 172, Polychlorinated Biphenyl, solid mixture UN 3432.
  - 2. Labeled PCB waste containers or bags shall not be used for non-PCB waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as assumed PCB waste.
- D. A secure, lined, and covered waste container (roll-off or equivalent), 55-gallon DOT-approved steel containers, or equivalent will be staged for the collection of assumed PCB wastes generated during the work activities in accordance with 40 CFR 761.65;
- E. All containers with assumed PCB materials that are not regulated as Hazardous Waste will be properly labeled and marked in accordance with applicable State requirements and the requirements of the selected disposal facility.

#### 2.4 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with assumed PCBs shall be decontaminated or disposed of as assumed PCB waste.
- B. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for barriers, fixed objects, walls, floors, ceilings, waste containers) shall be at least 6 mil for ground and floor application and 6 mil for other applications.
- C. Tape will be used that is capable of sealing joints in adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.

#### 2.5 TOOLS & EQUIPMENT

- A. Tools used for the removal of caulking or other assumed PCB materials shall be used in a manner that minimizes dust generation, as appropriate.

- B. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Air (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- C. Any power tools used to drill, cut into, or otherwise disturb assumed PCB material shall be cowled with HEPA filtered local exhaust ventilation.
- D. Ladders, lifts, and/or scaffolds are to be of adequate length and sufficient quantity to support work schedule.
- E. Other Materials - provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area.
- F. Vehicle Storage - No construction vehicles shall be stored, serviced, washed or flushed out in a location where leaks, spillage, waste materials, cleaners or waters will flow or be otherwise introduced into wetlands, reservoirs or watercourses.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL REQUIREMENTS**

- A. The work of this section consists of, but is not limited to:
  - 1. Furnishing of all labor, materials, facilities, equipment, services, and insurance necessary to perform the work;
  - 2. Maintenance of work area/site security;
  - 3. Preparation of work area, including installation of containment and decontamination areas as required;
  - 4. Removal, segregation, and off-site disposal of assumed PCB-containing materials;
  - 5. Clean-up and final decontamination of all work areas;
  - 6. Implementation of a worker protection program in compliance with all applicable regulations;
  - 7. Proper storage, wrapping/bagging, labeling, transportation and disposal of all waste generated as part of assumed PCB remediation activities.
- B. Maintain the following documentation on-site during remediation activities:
  - 1. Medical approval to wear a respirator for all workers, fit test reports, worker 40 hour HAZWOPER training certificates, worker current 8 hour HAZWOPER refresher training certificate
  - 2. Project documents (remediation plan, work plan, drawings, specifications, etc.)
  - 3. Material Safety Data Sheets
  - 4. List of Emergency Contact information
  - 5. Project logs

#### **3.2 WORK AREA PREPARATION**

- A. Access to the active work areas will be controlled through the use of controlled access points, polyethylene containment, and signage.
- B. Contain exterior assumed PCB work areas with 6 mil poly sheeting and duct tape on the inside of the windows and with 10' wide 6 mil polyethylene sheeting on the grounds outdoors.
- C. Tools, equipment, and material waste receptors are to be staged prior to commencement of work.

- D. All areas will be kept free from debris and maintained in a safe condition. At the end of each work day, the work areas will be inspected and all dust and debris cleaned and placed in appropriate disposal containers.

### **3.3 PCB REMOVAL**

- A. Removal and off-site disposal of all assumed PCB-containing material in accordance with Drawing H-1.
- B. Following the initial removal, a visual inspection will be collected by the Environmental Consultant to verify that the cleanup is complete.
- C. After completion of work, clean up of all surfaces and work areas shall be conducted in accordance with Part 3.5 of this Section.
- D. If at any time during assumed PCB removal, should the Contractor or the Owner's Consultant suspect contamination of areas outside the work area, all abatement work shall cease until the Contractor takes steps to decontaminate these areas and eliminate causes of such contamination.

### **3.4 AIR MONITORING**

- A. Air monitoring activities shall be conducted by the Owner's Consultant during assumed PCB remediation work. The air monitoring shall include, at a minimum, hourly readings within a zone perimeter to the Work Area (Support Work Zone or SWZ) so as to assure that work practices are protective of human health to persons outside of the Work Area. Air monitoring shall be conducted with a particulate aerosol monitor capable of displaying real-time concentrations of airborne particulates in a mass per volume ratio to 0.001 milligrams per cubic meter ( $\text{mg}/\text{m}^3$ ). Prior to the active removal actions and at periodic points during the project, air monitoring readings will be recorded to document background particulate matter concentrations.
- B. If total particulate concentrations in the SWZ exceed the action limits (e.g.,  $0.1 \text{ mg}/\text{m}^3$  above background) and are sustained (i.e. greater than 5 minutes), then the work will be stopped and additional dust suppression techniques to mitigate fugitive dust shall be initiated.

### **3.5 CLEAN-UP & CLEARANCE TESTING**

- A. Remove visible accumulations of assumed PCB material and debris. Wet clean or HEPA vacuum all surfaces within the Work Area.
- B. Removal of assumed PCB-containing caulk to be considered complete based on results of visual inspection conducted by the Owner's Consultant.
- C. A visual inspection of all work areas shall be conducted by the Owner's Consultant following completion of remediation activities. The visual inspection will document incomplete work, damage caused by the abatement activity, and inadequate clean-up of the worksite, as applicable. Additional cleaning, repair work, or remediation work shall be conducted to the satisfaction of the Owner at the Contractor's expense.

### **3.6 WASTE MANAGEMENT AND DISPOSAL**

- A. All wastes shall be placed in authorized leak-tight containers and kept closed and locked at all times except for adding or removing waste. All wastes shall be kept in a secure location with proper signage visible at all times.
- B. Labeled assumed PCB waste containers or bags shall not be used for non-PCB waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as assumed PCB waste.
- C. All containers with assumed PCB materials that are not regulated as Hazardous Waste shall be properly labeled and marked in accordance with applicable State requirements and the requirements of the selected disposal facility.
- D. Temporary Storage of Waste Trailers - The Owner will make available distinct areas where waste trailers can be stored temporarily on site. The Owner's representative will verify the segregation of the waste going to the waste containers during the work and will record the number of trailers of assumed PCB waste leaving the site and verify that the amount recorded agrees with the amount listed on the waste disposal manifest at the time of removal from the site.
- E. All assumed PCB materials are to be placed in appropriate waste containers immediately upon removal. Assumed PCB materials may be stored within the work area until such time as the removal work in that area is complete or until the end of the working day.
- F. All assumed PCB waste generated shall be stored on-site in a secure, lined, and covered waste container (roll-off or equivalent), 55-gallon DOT-approved steel containers, or equivalent staged for the collection of assumed PCB wastes generated during the work activities in accordance with 40 CFR 761.65. The staging area for assumed PCB waste will be approved by the Owner prior to beginning the assumed PCB remediation activities.
- G. Transporter and Disposal Site shall be approved by the Owner. Selected disposal site shall be in accordance with the requirements of 40 CFR 761.
- H. Provide twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor is present and the Owner authorizes the release of the waste as described herein.
- I. All waste generated as part of the assumed PCB project shall be removed from the site within 30 calendar days after successful completion of all assumed PCB Remediation work.
- J. Upon arrival at the Project Site, the Transporter must possess and present to the Contractor a valid Waste Transporter Permit for the subject waste.
- K. The Transporter, with the Contractor shall inspect all material in the transport container prior to taking possession and signing the Manifests.
- L. Supply and complete the manifests and all other required waste disposal documentation in accordance with all applicable federal and state regulations. All manifests and other waste documentation shall be signed by the Owner or a designated representative. Allow 1 week processing time for Owner to sign waste documentation. Copies of all waste documentation shall be provided to the Owner and Owner's Consultant.

**END OF SECTION 02 84 33**

**SECTION 04 20 00 - UNIT MASONRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction," the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Clay unit masonry (brick).
  - 2. Mortar and Grout.
  - 3. Reinforcing steel and joint reinforcement.
  - 4. Ties, anchors, and flashing related to masonry construction.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Section 04 50 00 "Masonry Restoration".
  - 2. Section 04 90 00 "Masonry Cleaning".

**1.3 SYSTEM PERFORMANCE REQUIREMENTS**

- A. Provide unit masonry that develops the following installed compressive strengths ( $f'_m$ ):
  - 1. For concrete unit masonry: As follows:
    - a.  $f'_m = 1500$  psi.

**1.4 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each different masonry unit, accessory, and other manufactured product indicated.
- C. Samples for verification purposes of the following:

1. Full-size units for each different exposed masonry unit required showing full range of exposed color, texture, and dimensions to be expected in completed construction.
  2. Colored masonry mortar samples for each color required showing the full range of colors expected in the finished construction. Label samples to indicate type and amount of colorant used.
  3. Accessories embedded in the masonry.
- D. Material certificates for the following signed by manufacturer and Contractor certifying that each material complies with requirements.
1. Each different cement product required for mortar and grout including name of manufacturer, brand, type, and weight slips at time of delivery.
  2. Each material and grade indicated for reinforcing bars.
  3. Each type and size of joint reinforcement.
  4. Each type and size of anchors, ties, and metal accessories.
- E. Material test reports from a qualified independent testing laboratory employed and paid by Contractor indicating and interpreting test results relative to compliance of the following proposed masonry materials with requirements indicated:
1. Mortar complying with property requirements of ASTM C 270.
  2. Grout mixes. Include description of type and proportions of grout ingredients.
  3. Masonry units.
- F. Cold-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.
- G. Hot-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.
- H. Results from tests and inspections performed by Owner's representatives will be reported promptly and in writing to Architect and Contractor.

#### **1.5 QUALITY ASSURANCE**

- A. Unit Masonry Standard: Comply with ACI 530.1/ASCE 6 "Specifications for Masonry Structures," except as otherwise indicated.
1. Revise ACI 530.1/ASCE 6 to exclude Sections 1.4 and 1.7; Parts 2.1.2, 3.1.2, and 4.1.2; and Articles 1.5.1.2, 1.5.1.3, 2.1.1.1, 2.1.1.2, and 2.3.3.9 and to modify Article 2.1.1.4 by deleting requirement for installing vent pipes and conduits built into masonry.
- B. Comply with ACI 530/ASCE5 "Building Code Requirements for Masonry Structures, Section 9.5 Lateral Support for bracing requirements of partitions.



- C. Fire Performance Characteristics: Where indicated, provide materials and construction identical to those of assemblies whose fire resistance has been determined per ASTM E 119 by a testing and inspecting organization, by equivalent concrete masonry thickness, or by another means, as acceptable to authorities having jurisdiction.
- D. Single-Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.
- E. Single-Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver masonry materials to project in undamaged condition.
- B. Store and handle masonry units off the ground, under cover, and in a dry location to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion, and other causes. If units become wet, do not place until units are in an air-dried condition.
- C. Store cementitious materials off the ground, under cover and in dry location.
- D. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- E. Store masonry accessories including metal items to prevent corrosion and accumulation of dirt and oil.
- F. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Comply with manufacturer's recommendations for handling, storage and protection during installation.
- G. Protect plastic insulation as follows:
  - 1. Do not expose to sunlight, except to extent necessary, for period of installation and concealment.
  - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to project site ahead of installation time.
  - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.
- H. Fire Protection: Do not store rigid insulation or similar combustible materials within building.

**1.7 PROJECT CONDITIONS**

- A. Protection of Masonry: During erection, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  - 1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
  - 2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Remove immediately any grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes from mortar droppings.
- C. Cold-weather Construction: Comply with referenced unit masonry standard for cold-weather construction and the following:
  - 1. Do not lay masonry units that are wet or frozen.
  - 2. Remove masonry damaged by freezing conditions.
- D. Hot-Weather Construction: Comply with referenced unit masonry standard.

**PART 2 - PRODUCTS**

**2.1 MATERIALS, GENERAL**

- A. Comply with referenced unit masonry standard and other requirements specified in this Section applicable to each material indicated.

**2.2 BRICK MADE FROM CLAY OF SHALE**

- A. General: Comply with referenced standards and other requirements indicated below applicable to each form of brick required.
  - 1. Sizes: Brick Type - Provide standard modular brick (7-5/8 inch x 2-1/4 inch x 3-5/8 inch) to match color and type of original construction.

2. For sills, caps and similar applications resulting in exposure of brick for surfaces which otherwise would be concealed from view, provide uncured or unfroged units with all exposed surfaces finished.
- B. Facing Brick: ASTM C216-88, Grade SW; Brick 1: Type FBX (minimum size and color variations)

### **2.3 MORTAR AND GROUT MATERIALS**

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce required mortar color.
- B. Masonry Cement: ASTM C 91.
  1. For colored pigmented mortars use premixed colored masonry cements of formulation required to produce color indicated, or if not indicated, as selected from manufacturer's standard formulations.
- C. Products: Subject to compliance with requirements, provide one of the following:
  1. Colored Masonry Cement:
    - a. "Colorbond Custom Color Masonry Cement," Centurion
    - b. "Atlas Custom Color Masonry Cement," Lehigh Portland Cement Co.
    - c. "Flamingo Color Masonry Cement," The Riverton Corporation.
  2. Varying mortar colors will be selected for type of masonry utilized.

### **2.4 JOINT REINFORCEMENT**

- A. General: Provide joint reinforcement complying with requirements of referenced unit masonry standard and this article, formed from the following:
  1. Galvanized carbon steel wire, ASTM-A153, Class B-2, hot-dipped,,1.5 oz. galvanized coating.
- B. Description: Welded-wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10 feet, with prefabricated corner and tee units, and complying with requirements indicated below:
  1. Wire Diameter for Side Rods: 0.1875 inch.
  2. Wire Diameter for Cross Rods: 0.1483 inch (9 gage).
  3. For single-wythe masonry provide type as follows with single pair of side rods:

- a. Truss design with continuous diagonal cross rods spaced not more than 16 inches o.c.
- b. Subject to compliance with requirements, provide one of the following:
  - 1) "Truss Type, Extra Heavy Duty", by Dur-O-Wal, Inc.
  - 2) "Truss Tie-Wall, Heavy Class", by National Wire Products, Inc.
  - 3) "Standard Truss", Keywall.
- 4. For multiwythe masonry provide type as follows:
- 5. Truss design with single pair of side rods and adjustable rectangular tie eye sections spaced not more than 16 inches o.c.; with side rods spaced for embedment within each face shell of backup wythe and eyes extended to accommodate pintle ties which will engage the outer wythe by at least 1-1/2 inches.
- C. Products: Subject to compliance with requirements, provide one of the following:
  - 1. "Dur-O-Eye, Extra Heavy Duty", by Dur-O-Wal, Inc.
  - 2. "Double Hook and Eye Truss, Heavy Class", by National Wire Products, Inc.
  - 3. "Lox-All Adjustable Eye-Wire, Truss Type, Extra Heavy Duty", by Hohman & Barnard, Inc.

## **2.5 TIES AND ANCHORS, GENERAL**

- A. General: Provide ties and anchors specified in subsequent articles that comply with requirements for metal and size of referenced unit masonry standard and of this article.
- B. Galvanized Carbon Steel Wire: ASTM A 82, ASTM-A153, Class B-2, hot dipped, 1.5 oz. galvanized coating.
- C. Galvanized Steel Sheet: As follows:
- D. Galvanized Steel Sheet: ASTM A 366 (commercial quality) cold-rolled carbon steel sheet, hot-dip galvanized after fabrication to comply with ASTM A 525, Class B2 (for unit lengths over 15 inches) and Class B3 (for unit lengths under 15 inches), for all sheet metal ties and anchors.

## **2.6 ADJUSTABLE ANCHORS FOR CONNECTING MASONRY TO CONCRETE OR METAL STUD CONSTRUCTION**

- A. General: Two-piece assemblies as described below allowing vertical or horizontal differential movement between wall and framework parallel to plane of wall, but resisting tension and compression forces perpendicular to it.

1. Performance Characteristics: Capable of withstanding a 100 lb. force in either tension or compression without deforming over, or developing play in excess of, .05 inch.
- B. Screw-Attached Masonry Veneer Anchors: Units consisting of wire tie section and metal anchor section complying with the following requirements:
  1. Wire Tie Diameter: 3/16 inch
  2. Wire Tie Shape: Double Leg Pintle.
  3. Wire Tie Length: 3 inch, 4 inch or 5 inch as required to extend 1-1/2 inches, but no closer than 1-1/4 inch from the outside face of masonry, into masonry wythe of veneer.
- C. Neoprene Gaskets: Screw-attached masonry veneer anchor manufacturer's standard closed cell neoprene gaskets manufactured to fit behind anchor plate and to prevent moisture from penetrating through screw holes.
- D. Products: Subject to compliance with requirements, provide the following:
  1. Screw-Attached Masonry Veneer Anchors:
    - a. D/A 213, type .5, 1, 1.5 or 2 Extra Heavy Duty," Dur-O-Wal, Inc.
    - b. D/A 5213, Dur-O-Wal, Inc.
  2. Provide powder-actuated fasteners, with a minimum working strength value of 100 lbs., driven through holes in the masonry veneer anchors, into the concrete, or metal stud.

**2.7 ADJUSTABLE ANCHORS FOR CONNECTING MASONRY TO STRUCTURAL STEEL**

- A. General: Two-piece assemblies as described below allowing vertical or horizontal differential movement between wall and structural steel parallel to plane of wall, but resisting tension and compression forces perpendicular to it.
  1. Performance Characteristics: Capable of withstanding a 100 lb. force in either tension or compression without deforming over, or developing play in excess of, .05 inch.
- B. For anchorage of masonry inner wythes to the face of steel columns, and to the underside of structural steel members, furnish to the structural steel fabricator continuous channel slots formed from 16 ga. (mill) galvanized sheet steel.

Provide channel slot anchors formed from 3/16 inch diameter wire.
- C. Products: Subject to compliance with requirements, provide the following:
  1. Channel Slots:
    - a. D/A 904, Dur-O-Wal, Inc.
  2. Triangle Tie Slot Anchors:
    - a. D/A 918-922, Dur-O-Wal, Inc.

- D. For the anchorage of masonry to the webs of steel beams at cavity wall conditions, furnish to the structural steel fabricator channel anchor slots formed from 16 gauge brite sheet steel, 8" long.

Provide channel slot anchors formed from 16 gauge corrugated brite sheet metal, 3-1/2" long.

- E. Products: Subject to compliance with requirements, provide the following:

1. Channel Slots:
  - a. D/A 901, Dur-O-Wal, Inc.
2. Corrugated Channel Slot Anchors:
  - a. D/A 912, Dur-O-Wal, Inc.

## **2.8 MISCELLANEOUS ANCHORS**

- A. Provide 4 x 3 x 1/4 x 6 inch long steel clip angle anchors for laterally bracing masonry partitions to floor deck and underside of beams or girders above, arranged in pairs on each face of partition requiring bracing, spaced at 4' - 0" maximum centers.
1. Provide these anchors in all locations where the length of a partition between lateral supports (buttresses, crosswalls, columns with ties), exceeds 36 times its thickness.
  2. Provide these anchors in all partitions interrupted by control joints (except crosswalls).
- B. Precast Concrete Anchors: Cast-in inserts, anchorages, and loose hardware necessary for securing precast units to supporting and adjacent members are furnished by Section 03450 "Architectural Precast Concrete - Plant Cast."

## **2.9 EMBEDDED FLASHING MATERIALS**

- A. Flashing Description: 0.8 mm (32 mils) of self-adhesive rubberized asphalt integrally bonded to 0.2 mm (8 mils) of cross-laminated, high-density polyethylene film to provide a min. 1.0 mm (40 mil) thick membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed.
- B. Performance Requirements:
1. Water Vapor Transmission: ASTM E96, Method B – 2.9 ng/m<sup>2</sup>sPa (0.05 perms) maximum
  2. Water Absorption: ASTM D570 – Max. 0.1% by weight
  3. Puncture Resistance: ASTM E154 – 356 N (80 lbs)
  4. Tear Resistance:
    - a. Initiation – ASTM D1004 – min. 58 N (13.0 lbs) M.D.
    - b. Propagation – ASTM D1938 – min. 40 N (9.0 lbs) M.D.

5. Lap Adhesion at -4°C (25°F): ASTM D1876 – 880 N/M (5.0 lbs/in.) of width
  6. Low Temperature Flexibility – ASTM D1970 – Unaffected to -43°C (-45°F)
  7. Tensile Strength: ASTM D412, Die C Modified – Min. 5.5 MPa (800 psi)
  8. Elongation, Ultimate Failure of Rubberized Asphalt: ASTM D412, Die C – Min. 200%
- C. Product: Perm-A-Barrier® Wall Flashing manufactured by Grace Construction Products.
- D. Wall Flashing Accessories:
1. Surface Conditioner:
    - a. Description: Water-based latex liquid for substrate preparation.
      - (1.) Flash Point: No flash to boiling point
      - (2.) Solvent Type: Water
      - (3.) VOC Content: Not to exceed 125 g/L
      - (4.) Application Temperature: -4°C (25°F) and above
      - (5.) Freeze/Thaw Stability: 5 cycles min.
      - (6.) Freezing point (as packaged): -10°C (14°F)
    - b. Product: Perm-A-Barrier Surface Conditioner manufactured by Grace Construction Products.
  2. Termination Mastic:
    - a. Description: Rubberized asphalt-based mastic with 200 g/L max. VOC Content.
    - b. Product: Bituthene® Mastic manufactured by Grace Construction Products.
  3. Optional Primer:
    - a. Description: Water-based latex primer
      - (1.) Specially designed for glass mat surfaced exterior gypsum boards
      - (2.) VOC Content: Not to exceed 10 g/L
    - b. Product: Perm-A-Barrier WB Primer by Grace Construction Products.
  4. Optional Primer:
    - a. Description: Water-based latex primer with 110 g/L max. VOC content.
    - b. Product: Bituthene Primer WP-3000 by Grace Construction Products.
  5. Optional Primer:
    - a. Description: Rubber-based primer in solvent with 440 g/L max. VOC content.
    - b. Product: Bituthene Primer B2 by Grace Construction Products.

**2.10 MISCELLANEOUS MASONRY ACCESSORIES**

- A. Nonmetallic Control Joint and Brick Expansion Joint Strips: Premolded filler strips complying with ASTM D 1056, Type 2 (closed cell) , Class A (cellular rubber and rubber-like materials with specific resistance to petroleum base oils), Grade 1 (compression-deflection range of 2-5 psi), compressible up to 35 percent, of width and thickness indicated, formulated from the following material:
  - 1. Neoprene.
- B. Products: Subject to compliance with requirements, provide one of the following:
  - 1. "Rapid Expansion Joint, D/A 2015", Dur-O-Wal, Inc.
  - 2. "NS Closed Cell Neoprene Sponge", Hohmann and Barnard, Inc.
  - 3. "032 Expansion Joint", National Wire Products Ind.
- C. Bond Breaker Strips: Asphalt-saturated organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep Holes: Provide the following:
  - 1. Quadro-Vent: Standard size: 3/8" x 2 1/2" x 3 3/8".

**2.11 MORTAR AND GROUT MIXES**

- A. General: Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
- B. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification for job-mixed mortar and ASTM C 1142 for ready-mixed mortar, of types indicated below:
  - 1. For exterior, above-grade loadbearing and nonloadbearing walls and parapet walls, for reinforced masonry and where indicated, use type indicated below:
    - a. Type S.
  - 2. For interior loadbearing walls; for interior nonloadbearing partitions, and for other applications where another type is not indicated, use type indicated below:
    - a. Type S.
- C. Colored Pigmented Mortar: Select and proportion pigments with other ingredients to produce color required.
- D. Grout for Unit Masonry: Comply with ASTM C 476 and referenced unit masonry standard.



**2.12 VAPOR BARRIER**

- A. Fibrated Emulsion Mastic (Trowel Grade): Protective coating against dampness on interior above grade surfaces and exterior surfaces of concrete and masonry.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. 920 fibrated emulsion mastic, Karnak Corporation.
    - b. Asbestos-free, trowel grade waterproofing.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other specific conditions, and other conditions affecting performance of unit masonry.
- B. Examine rough-in and built-in construction to verify actual locations of piping connections prior to installation.
- C. Notify Architect and do not proceed until unsatisfactory conditions have been corrected.

**3.2 INSTALLATION, GENERAL**

- A. Comply with referenced unit masonry standard and other requirements indicated applicable to each type of installation included in Project.
- B. Thickness: Build cavity and composite walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness indicated.
- C. Build chases and recesses as shown or required to accommodate items specified in this and other Sections of the Specifications. Provide not less than 8 inches of masonry between chase or recess and jamb of openings and between adjacent chases and recesses.
- D. Leave openings for equipment to be installed before completion of masonry. After installation of equipment, complete masonry to match construction immediately adjacent to the opening.
- E. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining construction. Use full-size units without cutting where possible.

**3.3 CONSTRUCTION TOLERANCES**

- A. Comply with construction tolerances of referenced unit masonry standard.

### **3.4 LAYING MASONRY WALLS**

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint widths and for accurate locating of openings, movement-type joints, returns, and offsets. Avoid the use of less-than-half-size units at corners, jambs, and where possible at other locations.
- B. Lay up walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other construction.
- C. Bond Pattern for Exposed Masonry: Lay exposed masonry in the following bond pattern; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
  - 1. One-half running bond with vertical joint in each course centered on units in courses above and below.
- D. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- E. Stopping and Resuming Work: In each course, rake back  $\frac{1}{2}$ -unit length for one-half running bond or  $\frac{1}{3}$ -unit length for one-third running bond; do not tooth. Clean exposed surfaces of set masonry, wet clay masonry units lightly (if required), and remove loose masonry units and mortar prior to laying fresh masonry.
- F. Built-In Work: As construction progresses, build-in items specified under this and other Sections of the Fill in solidly with masonry around Specifications. built-in items.
  - 1. Fill space between hollow metal frames and masonry solidly with mortar, unless otherwise indicated.
  - 2. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core.
  - 3. Fill cores in hollow concrete masonry units with grout 3 courses (24 inches) under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.

### **3.5 MORTAR BEDDING AND JOINTING**

- A. Lay solid brick masonry units with completely filled bed and head joint; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.

- B. Set mason-set precast concrete units in full bed of mortar with all vertical joints slushed full. Fill dowel, anchor, and similar holes solid. Rake joints back to receive bond breaker and caulk.
- C. Cut joints flush for masonry walls to be concealed or to be covered by other materials.
- D. Tool joints for masonry walls to be exposed in compliance with referenced masonry standard.
- E. Tool joints in block veneer as directed by the Architect.

**3.6 STRUCTURAL BONDING OF MULTI-WYTHE MASONRY**

- A. Use individual metal ties and pintles installed in continuous horizontal joint reinforcement, embedded in horizontal mortar joints to bond wythes together.
- B. Use pintles of lengths required to extend 1-1/2 inches into back of veneer wythe, and no closer than 1-1/4 inch from the exterior mortar surface.
- C. Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.
  - 1. Provide continuity with horizontal joint reinforcement at corners using prefabricated "L" units, in addition to masonry bonding.
- D. Intersecting and Abutting Walls: Provide vertical control joints at junctures, provide same type of bonding specified for structural bonding between wythes and space as follows:
  - 1. Locate and provide control joints not to exceed 18 feet between joints, unless noted otherwise.
  - 2. Provide continuity with horizontal joint reinforcement using prefabricated "T" units.
- E. Nonbearing Interior Partitions: Build full height of story to within 1" of underside of floor or roof deck above and as follows:
  - 1. Install pressure-relieving joint filler in joint between top of non-fire rated partition and underside of deck above.
  - 2. Installation of fire rated filler and caulk by Section 07270 - Firestopping.

**3.7 CAVITIES / AIR SPACES**

- A. Keep cavities/air spaces clean of mortar droppings and other materials during construction. Strike joints facing cavities/air spaces flush.
- B. Tie exterior wythe to backup with individual metal tie pintles set into continuous horizontal joint reinforcing.

- C. Provide weep holes in exterior wythe of cavity wall located immediately above ledges and flashing, spaced 2 feet o.c., unless otherwise indicated.
- D. Apply damproofing to exterior face of backup wythe prior to applying insulation.

**3.8 VAPOR BARRIER**

- A. Surface Preparation: Surface should be free of oil, grease, dirt, laitence and loose material. Dry surf aces may be dampened with water before application. Fill in all cracks and holes with Glass Membrane or Poly Mat before application of the surface coating.
- B. Apply one (1) coat of fibrated emulsion mastic to all exposed masonry surfaces of exterior side of inner wythe at cavity wall construction prior to placement of rigid board insulation. Spread at rate as recommended by manufacturer.
- C. Do not apply when rain is imminent. Protect from freezing. Coating must be dried before exposure to water. Store in a heated room and keep container covered when not in use. If thinning is necessary, use cool water.

**3.9 HORIZONTAL JOINT REINFORCEMENT**

- A. General: Provide continuous horizontal joint reinforcement as indicated. Install longitudinal side rods in mortar for their entire length with a minimum cover of 5/8 inch on exterior side of walls, M inch elsewhere. Lap reinforcing a minimum of 6 inches.
- B. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend reinforcement units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

**3.10 ANCHORING MASONRY TO STRUCTURAL MEMBERS**

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
  - 1. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar or other rigid materials
  - 2. Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 16 inches o.c. vertically and 32 inches o.c. horizontally.

**3.11 MOVEMENT JOINTS**

- A. General: Install control joints in unit masonry where indicated. Build in related items as the masonry progresses. Do not form a continuous span through movement joints unless provisions are made to prevent in-plane restraint of wall or partition movement.
- B. Form control joints in concrete masonry as follows:
  - 1. Form open joint of not less than  $\frac{3}{8}$  inch and insert non metallic compressible joint filler in width equal to actual width of concrete masonry units, less  $\frac{3}{8}$  inch for installation of backer rod and sealant by Section 07920.
  - 2. Where backer rod and sealant will be installed on both sides of masonry units, install joint filler in width equal to actual width of unit masonry, less  $\frac{3}{4}$  inch.

**3.12 FLASHING / WEEP HOLES**

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
- B. Prepare masonry surfaces so that they are smooth and free from projections that could puncture flashing. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with adhesive/sealant/tape as recommended by flashing manufacturer before covering with mortar.
- C. Install flashings as follows:
  - 1. At lintels and shelf angles, extend flashing a minimum of 8 inches into masonry at each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4 inches, and through the inner wythe to within  $\frac{1}{2}$  inches of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through the inner wythe and turn up approximately 2 inches, unless otherwise indicated.
  - 2. At heads and sills, extend flashing as specified above unless otherwise indicated but turn up ends not less than 2 inches to form a pan.
  - 3. Cut off flashing flush with face of wall after masonry wall construction is completed.
- D. Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashings and as follows:
  - 1. Form weep holes with product specified in Part 2 of this Section.
  - 2. Space weep holes 24 inches o.c.
  - 3. In insulated cavities/air spaces cover cavity/air space side of open weep holes with copper or plastic insect screening to maintain drainage.

- E. Install reglets and nailers for flashing and other related construction where shown to be built into masonry.

**3.13 INSTALLATION OF REINFORCED UNIT MASONRY**

- A. General: Install reinforced unit masonry to comply with requirements of referenced unit masonry standard.
- B. Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist grout pressure.

**3.14 FIELD QUALITY CONTROL**

- A. Testing Frequency: Tests and evaluations listed in this article will be performed during construction for each 5000 sq. ft. of wall area or portion thereof.
  - 1. Mortar properties will be tested per property specification of ASTM C 270.
  - 2. Mortar composition and properties will be evaluated per ASTM C 780.
  - 3. Grout compressive strength will be sampled and tested per ASTM C 1019.
- B. Evaluation of Quality Control Tests: In absence of other indications of noncompliance with requirements, masonry will be considered satisfactory if results from construction quality control tests comply with minimum requirements indicated.

**END OF SECTION 04 20 00**

**SECTION 04 50 00 - MASONRY RESTORATION**

**PART 1      GENERAL**

**1.01    RELATED DOCUMENTS**

- A.     AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

**1.02    DESCRIPTION OF WORK**

- A.     This Section includes all labor, materials and equipment required to complete all masonry restoration and related items as shown on the Contract Documents and specified herein, including, but not limited to, the following:
  - 1.     Repointing the existing exterior brick masonry.

**1.03    RELATED SECTIONS**

- A.     Section 04 20 00 - Unit Masonry
- B.     Section 04 90 00 - Masonry Cleaning

**PART 2      PRODUCTS**

**2.01    BRICK**

- A.     All brick shall match color, size, and texture of existing brick. Utilize brick as required by Section 04 20 00 - Unit Masonry.

**2.02    MORTAR**

- A.     Mortar shall be Type S consisting by proportion:
  - 1 - part portland cement (ASTM C-150 Type I or II, Low Alkali), less than 6 months old
  - 1/2 - part hydrated lime (ASTM C-207)
  - 4-1/2 - parts sand (ASTM C-144)

**PART 3      EXECUTION**

**3.01    SAMPLE TEST PANEL**

- A.    Expedite cleaning and repointing an area approximately 24" x 24" to be utilized for comparison and approval.
- B.    Final brick selection shall be made only following architect's review of sample panel.
- C.    No brick shall be shipped from manufacturer to site until architect's acceptance of job panel which has been erected from actual material for project. This panel shall replace the sample panel and shall remain on site throughout construction, and become the project standard for bond, mortar, workmanship, and appearance.

**3.02    PROTECTION OF EXISTING CONSTRUCTION**

- A.    Contractor must protect existing construction, primarily roofing and windows, while working from those areas affected. Contractor must repair damaged materials resulting from this work to the satisfaction of the Architect.

**3.03    REPOINTING**

- A.    All loose, open, deteriorated and stone mortar joints in all elevations of the existing building will be cut, brushed clean, washed down and repointed. Cut joints to a depth of approximately 1" or to solid substrate (deeper if necessary). Care must be exercised no to damage the existing brick edge. All dust and debris must be removed from the joint brushing or blowing with air.
- B.    All cement mortar used in repointing work shall be modified with Acryl® 60, polymeric mortar modified, as manufactured by BASF Corporation, Florham Park, NJ, or equal.
- C.    All surfaces to receive Acryl® 60 must be clean, sound, and free of any material or coatings which might interfere with adhesion. Porous substrate, such as concrete or mortar, must be thoroughly wet down before applying Acryl® 60 Modified Mortar.
- D.    Severely deteriorated areas shall be completely removed and rebuilt to match existing. Severely deteriorated brick where face has spalled away shall be removed and replaced. New brick shall match existing in color and type. Samples must be presented for approval by Architect.

- E.    Mortar used for repointing shall be as follows:

- 1.    

<u>Component</u>	<u>Parts by Volume</u>
Portland Cement	1
Lime	2
Sand	6 to 9
- 2.    Lime is to be ASTM C-207, Type S, hydrated lime.



3. Cement is to be ASTM C-150, Type I or Type II White Portland Cement, fresh stock of the same standard brand.
  4. Sand is to be ASTM C-144 clean "Mason's Sand" of lightest color obtainable - 100X to pass eight (8) sieve, not over 30% to pass fifty (50) sieve.
  5. Water is to be drinking water.
- F. The joints to be pointed should be dampened to ensure good bond. All surface water must be absorbed by the brick. Add water to the pre-hydrated mortar to bring to a workable consistency (somewhat dryer than conventional mortar). Pack the mortar tightly into the joints in thin layers, 1/4" max. Each layer should become "thumbprint" hard before applying the next layer. After the last layer of mortar is "thumbprint" hard, tool the joints to match the existing profile.

**3.04    REMOVAL OF RUBBISH**

- A. Subcontractor for masonry restoration work shall cooperate with the General Contractor in cleaning up his waste periodically and dumping it where indicated by the General Contractor.

**END OF SECTION 04 50 00**

**SECTION 04 90 00 - MASONRY CLEANING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

**1.02 SECTION INCLUDES**

- A. Restoration cleaning of exterior masonry, stone & concrete surfaces by use of chemical restoration cleaners.

**1.03 RELATED SECTIONS**

- A. Section 04 20 00 – Unit Masonry
- A. Section 04 50 00 – Masonry Restoration

**1.04 SUBMITTALS**

- A. Product Data: Provide manufacturer's product data sheets on all products to be used for the work.
- B. Applicator Qualifications: Submit qualifications of applicator.
  - 1. Certification that applicator is experienced in the application of the specified products.
  - 2. List of recently completed exterior masonry restoration cleaning projects, including project name and location, names of owner and architect, and description of cleaning products used, substrates, environmental regulations, and application procedures.
- C. Environmental Regulations: Describe testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents. Describe any hazardous materials to be cleaned from substrates. Describe types of coatings and substrates. Submit applicable local environmental regulations.
- D. Protection: Describe methods for protecting surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non masonry surfaces during the work from contact with chemical restoration cleaners, residues, rinse water, fumes, wastes, and cleaning effluents.

- E.     Surface Preparation: Describe surface preparation to be completed before application of restoration cleaners.
- F.     Application: Describe application procedures of restoration cleaners.

**1.05    QUALITY ASSURANCE**

- A.     Applicator Qualifications:
  - 1.     Experienced in the application of the specified products.
  - 2.     Employs persons trained for the application of the specified products.

**1.06    ENVIRONMENTAL REGULATIONS**

- A.     Comply with applicable federal, state, and local environmental regulations regarding testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents.

**1.07    TEST PANELS**

- A.     Before full-scale application, review manufacturer's product data sheets to determine the suitability of each product for the specific surfaces. Apply each restoration cleaner to test panels to determine dilution rates, dwell times, number of applications, compatibility, effectiveness, application procedures, effects of pressure rinsing, and desired results.
- B.     Apply restoration cleaners to test panels in accordance with manufacturer's instructions. Allow 48 hours or until test panels are thoroughly dry, before evaluating final appearance and results. Do not begin full-scale application until test panels are inspected and approved by the Architect.
  - 1.     Size: Minimum 4 feet by 4 feet each.
  - 2.     Locations: As determined by the Architect.
  - 3.     Restoration Cleaners: Number of test panels as required to completely test each restoration cleaner with each type of substrate and with each type of material or stain to be cleaned.
- C.     Test all cleaning effluents generated by the restoration cleaning of the test panels to determine any hazardous characteristics. Comply with applicable federal, state, and local environmental regulations regarding testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes.
- D.     Retain and protect approved test panels in undisturbed condition during the work of this section, as a standard for judging the restoration cleaning work.

**1.08    DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling: Store containers upright in a cool, dry, well ventilated place, out of the sun. Store away from all other chemicals and potential sources of contamination. Keep lights, fire, sparks, and heat away from containers. Do not drop onto or slide across sharp objects. Keep containers tightly closed when not in use. Store and handle materials in accordance with manufacturer's instructions.

#### **1.09 PROJECT CONDITIONS**

- A. Do not clean masonry surfaces when temperatures are below freezing or will be overnight, to avoid harm to masonry. Clean masonry surfaces only when air and masonry surface temperatures are 40°F and above. Allow adequate time for masonry to thaw if freezing conditions exist prior to application.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURER**

- A. Prosoco, Inc., PO Box 171677, Kansas City, Kansas 66117, or approved equal.

#### **2.02 RESTORATION CLEANERS**

- A. BioWash: "Enviro Klean® BioWash". General purpose is to remove a broad spectrum of biological deposits from brick, terra cotta, sandstone, granite, and many other masonry surfaces. Dissolves heavy atmospheric soiling. Suitable for most masonry and stone surfaces.
  - 1. Form: Clear liquid.
  - 2. Color: Light amber.
  - 3. pH: 5.5-6.5.
  - 4. Specific Gravity: 1.00.
  - 5. Flash Point: None.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify by examination that masonry surfaces are acceptable to receive the specified restoration cleaners.

**3.02    PROTECTION**

- A.    Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and nonmasonry surfaces during the work from contact with chemical restoration cleaners, residues, rinse water, fumes, wastes, and cleaning effluents in accordance with manufacturer's instructions.
- B.    Test window glass not specified to be replaced for compatibility with chemical cleaning products to determine required protection.
- C.    Divert and protect pedestrian and auto traffic.
- D.    Avoid wind drifting of spray of chemical cleaning products, residues, and rinse water.

**3.03    SURFACE PREPARATION**

- A.    Apply all specified caulking and sealants and allow to cure before chemical cleaning begins.

**3.04    APPLICATION OF RESTORATION CLEANERS**

- A.    General: Apply restoration cleaners to substrates in accordance with manufacturer's instructions, environmental regulations, and application procedures determined from test panel results approved by the Architect. Consult manufacturer's instructions for information on equipment to be used and precautions to be taken with the specified products.
- B.    Restoration Cleaner:
  - 1.    Wet thoroughly the area to be cleaned.
  - 2.    Use in concentrate or dilute 1 part concentrated cleaner with up to 10 parts fresh water, according to test panel results. Use the mildest solution that effectively cleans.
  - 3.    Apply cleaning solution liberally.
  - 4.    Allow dwell time of 2 to 3 minutes.
  - 5.    Do not allow cleaning solution to dry on masonry.
  - 6.    Mist treated surfaces with water and gently scrub with non-metallic, short-fibered brush to loosen biological soiling.
  - 6.    Rinse using low pressure water flood rinse to remove initial residue.
  - 7.    Rinse thoroughly using pressure water spray to assure all surface staining and cleaning residues are completely flushed from the treated surface.

**3.05    FIELD QUALITY CONTROL**

- A.    Inspection: Inspect the restoration cleaning work with the Contractor, Architect, applicator, and ProSoCo representative, and compare with approved test panels. Determine if the substrates are suitably prepared to start masonry restoration.

- B. Manufacturer's Field Services: Provide the services of a manufacturer's authorized field representative to verify specified products are used, and to ensure test panels, protection, surface preparation, and application of restoration cleaners are in accordance with manufacturer's instructions.

**3.06 FINAL CLEANING**

- A. Clean site of all unused chemical cleaning products, residues, rinse water, wastes, and cleaning effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and nonmasonry surfaces, following completion of the work of this section.

**END OF SECTION 04 90 00**

**SECTION 07 19 00 – WATER REPELLENTS**

**PART 1 - GENERAL**

**1.01    RELATED DOCUMENTS**

- A.     AIA Document A201, “General Conditions of the Contract for Construction,” 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

**1.02    SECTION INCLUDES**

- A.     Application of water repellents to protect above-grade, vertical and horizontal masonry surfaces.

**1.03    RELATED SECTIONS**

- A.     Section 04 50 00 - Masonry Restoration
- B.     Section 04 90 00 - Masonry Cleaning

**1.04    REFERENCES**

- A.     ASTM D 2369-92 - Test Methods for Volatile Content of Coatings.
- B.     ASTM D 3960-93 - Practice for Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
- C.     Federal Specification SS-W-110C - Water Repellent, Colorless Silicon, Resin Base.

**1.05    SUBMITTALS**

- A.     Product Data: Submit manufacturer’s product data sheets on all products to be used for the work. Submit description for protection of surrounding areas and nonmasonry surfaces, surface preparation, application, and final cleaning.
- B.     Applicator Qualifications: Submit qualifications of applicator.
  - 1.     Certification stating applicator is experienced in the application of the specified products.
  - 2.     List of recently completed water repellent projects, including project name and location, names of owner and architect, and description of products used, substrates, applicable local environmental regulations, and application procedures.

- C. Environmental Regulations: Submit applicable local environmental regulations.
- D. VOC Certification: Submit certification that water repellents furnished comply with regulations controlling use of volatile organic compounds (VOC).

**1.06 QUALITY ASSURANCE**

- A. Applicator Qualifications:
  - 1. Experienced in the application of the specified products.
  - 2. Employs persons trained for the application of the specified products.

**1.07 ENVIRONMENTAL REGULATIONS**

- A. Comply with applicable federal, state, and local environmental regulations.

**1.08 TEST PANELS**

- A. Before full-scale application, review manufacturer's product data sheets to determine the suitability of each product for the specific surfaces. Apply each water repellent to test panels to determine number of applications, coverage rates, compatibility, effectiveness, surface preparation, application procedures, and desired results.
- B. Apply water repellents to test panels in accordance with manufacturer's written instructions. Allow 48 hours or until test panels are thoroughly dry before evaluating final appearance and results. Do not begin full-scale application until test panels are inspected and approved by the Architect.
- C. Test Panel Requirements:
  - 1. Size: Minimum 4 feet by 4 feet each.
  - 2. Locations: As determined by the Architect.
  - 3. Number: As required to completely test each water repellent with each type of substrate to be protected.
- D. Retain and protect test panels approved by the Architect in undisturbed condition during the work of this section, to be used as a standard for judging the water repellent work.

**1.09 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling: Store containers upright in a cool, dry, well ventilated place, out of the sun. Store away from all other chemicals and potential sources of contamination. Keep lights, fire, sparks, and heat away from containers. Do



not drop containers or slide across sharp objects. Keep containers tightly closed when not in use. Store and handle materials in accordance with manufacturer's written instructions.

**1.10    PROJECT CONDITIONS**

**A.      Temperature Limitations:**

1.      Do not apply at surface and air temperatures below 40 F or above 95 F, unless otherwise indicated by manufacturer's written instructions.
2.      Do not apply when surface and air temperatures are not expected to remain above 40 F for a minimum of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

**B.      Do not apply under windy conditions such that water repellent may be blown to surfaces not intended.**

**C.      Do not apply earlier than 24 hours after rain or if rain is predicted for a period of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.**

**D.      Do not apply to frozen substrate. Allow adequate time for substrate to thaw, if freezing conditions exist before application.**

**PART 2 - PRODUCTS**

**2.01    MANUFACTURER**

- A.      Prosoco, Inc., PO Box 171677, Kansas City, Kansas 66117, (800) 255-4255, (913) 281-2700.**

**2.02    WATER REPELLENTS**

- A.      Siloxane PD Water Repellent: "Sure Klean® Weather Seal Siloxane PD". Milky White, penetrating water repellent for use on concrete, brick, and clay tile surfaces. Water-based silane/siloxane water repellent. Protects against moisture intrusion and resists efflorescence, leaching, mildew staining, atmospheric staining, and freeze-thaw spalling. Treated masonry and concrete resists acids, alkalis, acid rain, and carbon crusting.**

1.      Form: Liquid.
2.      Color: Milky White.
3.      Specific Gravity: 0.996 (minimum).
4.      Active Substance: silane/siloxane.
5.      Percent Active Material: 7%.
6.      Flash Point: 200 F.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify by examination that masonry and concrete surfaces are acceptable to receive the specified water repellents. Notify the Architect if surfaces are not acceptable to receive the specified products.

**3.02 PROTECTION**

- A. Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and nonmasonry surfaces during the work from contact with water repellents, masonry or concrete cleaners if used, residues, rinse water, fumes, wastes, and effluents in accordance with manufacturer's written instructions.
- B. Apply water repellents before installation of windows.
- C. Divert and protect pedestrian and auto traffic.

**3.03 SURFACE PREPARATION**

- A. Clean all dirt, dust, oil, grease, and other contaminants from surfaces that interfere with penetration or performance of water repellents. Use appropriate masonry or concrete cleaners approved by the water repellent manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of water repellents.
- B. Repair, patch, and fill all cracks, voids, defects, and damaged areas in surface as approved by the Architect. Allow repair materials to cure completely before application of water repellents.
- C. Apply specified sealants and caulking and allow to cure completely before application of water repellents.
- D. Seal all open joints.
- E. Allow new masonry and concrete construction and repointed surfaces to cure for minimum of 28 days before application of water repellents.
- F. Test for pH level according to water repellent manufacturer's written instructions to ensure chemical bond to silicate minerals.

**3.04 APPLICATION**

- A. Apply water repellents to substrates in accordance with manufacturer's written instructions, environmental regulations, and application procedures determined from test panel results approved by the Architect.

- B. Apply to clean, dry, cured, and properly prepared surfaces approved by the Architect.
- C. Consult manufacturer's written instructions for information on application equipment to be used and precautions to be taken with the specified products.
- D. Do not dilute or alter water repellents, unless otherwise specified. Do Not Dilute in accordance with manufacturer's written instructions.
- E. Do not apply to below-grade surfaces.
- F. Do not apply to asphalt or other nonmasonry materials.
- G. Do not apply to painted surfaces.
- H. Do not apply to compensate for structural or material defects in substrates.
- I. Avoid overspray, wind drift, and splash of water repellents.

**3.05    FIELD QUALITY CONTROL**

- A. Inspection: Inspect the water repellent work with the Contractor, Architect, applicator, and Prosoco representative, and compare with test panel results approved by the Architect. Determine if the substrates are suitably protected by the water repellents.
- B. Manufacturer's Field Services: Provide the services of a manufacturer's authorized field representative to verify specified products are used, and protection, surface preparation, and application of water repellents are in accordance with the manufacturer's written instructions and the test panel results approved by the Architect.

**3.06    FINAL CLEANING**

- A. Clean site of all unused water repellents, residues, rinse water, wastes, and effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and nonmasonry surfaces, following completion of the work of this section.
- C. Repair, restore, or replace to the satisfaction of the Architect, all materials, landscaping, and nonmasonry surfaces damaged by exposure to water repellents.

**END OF SECTION 07 19 00**

**SECTION 07 92 00 - JOINT SEALERS**

**1.01 RELATED DOCUMENTS**

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

**1.02 SUMMARY**

- A. This Section includes joint sealants for the following locations:
  - 1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces as indicated below:
    - a. Perimeter joints between unit masonry and metal cladding panels.
    - b. Perimeter joints between doors, windows and masonry or metal cladding panels.
    - c. Other joints as indicated.
  - 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:
    - a. All exposed joints between steel columns, masonry, drywall, or other dissimilar materials.
    - b. Other joints as indicated.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 04 20 00 "Unit Masonry"

**1.03 SYSTEM PERFORMANCE REQUIREMENTS**

- A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.
- B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates.

**1.04 SUBMITTALS**

- A. Product data from manufacturers for each joint sealant product required.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.
- B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

**1.07 PROJECT CONDITIONS**

- A. Environmental Conditions: Notify Architect and do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
  - 2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F (4.4 deg C).
  - 3. When joint substrates are wet.
- B. Joint Width Conditions: Notify Architect and do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Notify Architect and do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

**1.08 SEQUENCING AND SCHEDULING**

- A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

**PART 2 - PRODUCTS**

**2.01 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealants to comply with the following:
  - 1. Provide selections made by Architect from manufacturer's full range of standard colors for products of types indicated.

**2.02 ELASTOMERIC JOINT SEALANTS**

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with those requirements referencing ASTM 920 classifications for Type, Grade, Class, and Uses.
- B. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Multi-Part, Non Sag Urethane Sealants:
    - a. "Dynatrol II", Pecora Corp.
    - b. "Sonolastic NP2", Sonneborn Building Products Division
    - c. "Dymeric Plus", Tremco.
  - 2. Multi-Part, Self Levelling Urethane Sealant:
    - a. "Sikaflex - 20 SL", Sika Corp.
    - b. "Sonolastic SL2", Sonneborn Building Products Division.

**2.03 LATEX JOINT SEALANTS**

- A. General: Provide manufacturer's standard one-part, nonsag, mildew-resistant, paintable latex sealant of formulation indicated that is recommended for exposed applications on interior and protected exterior locations and that accommodates indicated percentage change in joint width existing at time of installation without failing either adhesively or cohesively.
- B. Acrylic-Emulsion Sealant: Provide product complying with ASTM C 834 that accommodates joint movement of not more than 5 percent in both extension and compression for a total of 10 percent.
- C. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Acrylic-Emulsion Sealant:
    - a. "AC-20", Pecora Corp.
    - b. "Sonolac," Sonneborn Building Products Div., ChemRex, Inc.
    - c. "Tremco Acrylic Latex 834, " Tremco, Inc.

**2.04 JOINT SEALANT BACKING**

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
  - 1. Open-cell polyurethane foam.
  - 2. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
  - 3. Proprietary, reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gms/cc per ASTM C 1083.
  - 4. Any material indicated above.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

**2.05 MISCELLANEOUS MATERIALS**

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Notify Architect and do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

**3.02 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
  - 3. Remove laitance and form release agents from concrete.
  - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

**3.03 INSTALLATION OF JOINT SEALANTS**

- A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
  - 1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.



- a. Do not leave gaps between ends of joint fillers.
  - b. Do not stretch, twist, puncture, or tear joint fillers.
  - c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.
2. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.
- C. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
  1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

#### **3.04 CLEANING**

- A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

#### **3.05 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

#### **3.06 GUARANTEE AND CERTIFICATION**

- A. This Contractor shall and hereby does guarantee that all sealant work will be free from defects of materials and workmanship for a period of five (5) years. The following types of failure will be adjusted:
  1. Leakage, cracking, crumbling, melting, shrinking or running of caulking, or staining of adjacent work by caulking.

- B. This Contractor shall repair and replace work which becomes defective during guarantee term without cost to the Owner.

**3.07 SCHEDULE**

**A. Exterior Joints:**

1. Masonry to masonry: Multi-Part, Non-Sag Urethane Sealant.
2. Masonry to door frames: Multi-Part, Non-Sag Urethane Sealant
3. Masonry to concrete: Multi-Part, Non-Sag Urethane Sealant
4. All expansion and control joints: Multi-Part, Non-Sag Urethane Sealant
5. Metal frame and window perimeters: Multi-Part, Non-Sag Urethane Sealant
6. All exposed joints between dissimilar materials: MultiPart, Non-Sag Urethane Sealant

**END OF SECTION 07 92 00**

**SECTION 09 90 00- PAINTING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction," the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

**1.2 DESCRIPTION OF WORK**

- A. The extent of painting work is indicated on Drawings, and is specified herein.
- B. The work includes painting and finishing of exterior items and surfaces throughout the project, as indicated and specified. .
- C. Surface preparation, priming and finishing coats of paint specified are in addition to shop-priming and surface treatment specified under other Sections of this work.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- E. The terms "Paint Applicator" and "Applicator" as used herein are construed to be synonymous with the term "Installer".
- F. Related Work Specified Elsewhere:
  - 1. Shop Priming: Unless otherwise specified, shop priming or ferrous metal items is included under the various sections for miscellaneous metal, hollow metal work, and similar items.
  - 4. Finished Metal Surfaces: Metal surfaces of stainless steel, chrome plate, will not require finish painting, in the field, unless indicated to be painted out with adjacent surfaces.
  - 5. Operating Parts and Labels:
    - a. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

**1.3 QUALITY ASSURANCE**

- A. Furnish all materials from one manufacturer to maximum degree practical unless otherwise specifically approved by Architect.

- B. Manufacturers Products and Colors: Provide paint materials, products and colors from manufacturers noted on Schedules on Drawings. For other work specified to be painted, use paint materials from the following:

Sherwin Williams  
Devoe & Reynolds  
Benjamin Moore  
P.P.G. Industries, Inc.  
Pratt & Lambert, Inc.

**1.4 SUBMITTALS**

- A. Approval of Manufacturer; Painting:

Before placing orders for materials submit names of manufacturers of all materials for approval.

- B. Manufacturer's Data; Painting:

Submit two (2) copies of manufacturer's technical information including label analysis and application instruction for each material proposed for use. Transmit a copy of each manufacturer's instruction to the Applicator.

- C. Samples; Painting:

1. Four weeks prior to start of any field painting, submit samples for Architect's review of color and texture only. Compliance with all other requirements is the exclusive responsibility of Contractor. Provide a listing of the material and application for each coat of each finish sample.
2. On 12" x 12" hardboard, provide two (2) samples of each color, pattern, and material, with texture to simulate actual conditions. Resubmit each sample as requested until acceptable sheen, color, and texture is achieved.

**1.5 DELIVERY AND STORAGE**

Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

Name or title of material.  
Fed. Spec. number, if applicable.  
Manufacturer's stock number and date of manufacture.  
Contents by volume, for major pigment and vehicle constituents.  
Thinning instructions.  
Application instructions.  
Color name and number.

**1.6 JOB CONDITIONS**

Provide finish coats that are compatible with prime paints used. Verify primers used by others on materials to be field finished. Provide barrier coats and/or re-prime if primer is determined to be incompatible with finish coats.

## **PART 2 - PRODUCTS**

### **2.1 COLORS AND FINISHES**

- A. Paint, coatings, and finishes are indicated herein.
- B. Architect will furnish color chips of finish colors for all surfaces to be coated or to be matched.
- C. Use representative colors when preparing samples for review, special tinting and mixing may be required.
- D. Final acceptance of colors will be from samples applied on the job as noted under "Submittals".
- E. Color Pigments: Pure, non-fading, applicable types to suit the substrate and service indicated.
- F. Notify Architect in writing of any anticipated problems using specified materials due condition of substrate.

### **2.2 MATERIAL QUALITY**

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Material not displaying the manufacturer's identification as a standard best-grade product will not be acceptable.
- B. Federal Specifications establish the minimum acceptable quality for paint materials. Provide a written certification from the paint manufacturer that materials provided meet or exceed these minimums.
- C. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

### **2.3 PAINT SYSTEMS SCHEDULE**

- A. Provide the following interior finish systems by approved manufacturer. Not less than 2.5 mils total dry film thickness of each paint system. Prime coats shall be field applied regardless of any shop priming.
1. Ferrous Metal Doors and Frames: Exterior  
1st Coat - Primer Benjamin Moore M07  
2nd Coat - Benjamin Moore Alkyd Semi Gloss DTM  
3rd Coat - Benjamin Moore Alkyd Semi Gloss DTM  
First coat required regardless of shop prime.
  2. Structural Steel Lintels and Soffits:  
1st Coat - Benjamin Moore, Universal Metal Primer (M07)  
2nd Coat - Benjamin Moore, IronClad Alkyd Low Lustre Metal & Wood Enamel #163  
3rd Coat - Benjamin Moore IronClad Alkyd Low Lustre Metal & Wood Enamel #163  
  
Note: The "Low Lustre" finish of the above mentioned product will provide the closest sheen available to a satin finish.
  3. Concrete Foundation Wall: Exposed Concrete (Vertical Surfaces)  
1<sup>st</sup> Coat - Benjamin Moore, Alkyd Masonry Sealer (CO77)  
2<sup>nd</sup> Coat - Benjamin Moore, Moorlastic 100% Acrylic Elastomeric Waterproof Coating - Low Lustre (055)

### **PART 3 - EXECUTION**

#### **3.1 INSPECTION**

- A. Paint Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to the Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

#### **3.2 SURFACE PREPARATION, GENERAL**

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions, The SSPC's Surface Preparation Standards and as herein specified, for each particular substrate condition.
- B. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- C. Clean surfaces to be painted before applying paint or surface treatment. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly painted surfaces.
- D. Ferrous Metals: Touch up shop-applied prime coats throughout job that are damaged or bare, using the same type shop primer.

### **3.3 MATERIALS PREPARATION**

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.

### **3.4 APPLICATION, GENERAL**

- A. Apply paint and other finishes as noted on the Drawings in accordance with the manufacturer's directions, with positive venting, during off-hour periods, at the Owner's discretion if a noxious smell is created. Use applicators and techniques best suited for the substrate and type of material being applied.
- B. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to ensure that all surfaces, including edges, corners, crevices, welds, and exposed edges receive a dry film thickness equivalent to that of flat surfaces.

### **3.5 SCHEDULING PAINTING**

- A. Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- B. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

**3.6 PRIME COATS**

- A. Apply a prime coat to material that is required to be painted or finished after repair of shop prime coated by others.
- B. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

**3.7 QUALITY OF FINISH**

- A. Pigmented (opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- B. Complete Work: Match approved samples for color, texture and coverage. Match approved mock-ups for visual quality. Remove, refinish or repaint work not in compliance with specified requirements.
- C. Architect shall randomly wash painted surfaces with floodlight to determine visual acceptability of work.
- D. Architect shall randomly take up to 20 samples of finish systems to test for thickness and number of coatings.
- E. Work that does not comply with requirements or match approved mock-ups of similar systems shall be rejected. Rejected work shall be chemically and/or mechanically stripped, sanded and refinished at Contractor's expense, and as necessary to produce results satisfactory to Architect.

**3.8 PREPARATION OF COLORS**



Colors shall be specially mixed to match color chips selected by Architect from color schedule developed by Architect.

**3.9 CLEAN-UP AND PROTECTION**

- A. Clean-up: During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean adjacent paint-spattered finish surfaces. Remove spattered paint by proper methods of washing and scraping by using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.
- D. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- E. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

**END OF SECTION 09 90 00**