BIDS DUE: April 24, 2019

PROJECT MANUAL

BID SET - JANUARY 11, 2019

HISTORIC BELL TOWER REROOFING & RELATED WORK
CHURCH OF CHRIST CONGREGATIONAL, STONY CREEK

192 THIMBLE ISLANDS ROAD, BRANFORD, CONNECTICUT 06405

ARCHITECT
NELSON EDWARDS COMPANY ARCHITECTS, LLC
1156 MAIN STREET BRANFORD, CT 06405 / P. (203) 481-6611

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BPD ROOF CONSULTING, INC.
121 HARTFORD AVENUE, EAST GRANBY, CT / P. (860) 653-6779

STRUCTURAL ENGINEER
GNCB CONSULTING ENGINEERS, P.C.
1358 BOSTON POST ROAD, OLD SAYBROOK, CT 06475 / P. (860) 388-1224
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CHURCH OF CHRIST CONGREGATIONAL
(ALSO KNOWN AS STONY CREEK CHURCH)
REQUEST FOR PROPOSAL

BELL TOWER RESTORATION AND RELATED WORK

Stony Creek Church will receive sealed proposals for the above named project until 2 pm April 24, 2019 at the office of Nelson Edwards Company Architects 1156 Main Street Branford, CT 06405, at which time all proposals will be publicly opened and read aloud. Bids received after this time will not be accepted.

There will be a mandatory pre-proposal meeting at 10AM on April 10, 2019 at the Stony Creek Church, 192 Thimble Islands Road, Branford, CT. The pre-proposal meeting will include a mandatory tour of the site. All questions pertaining to the Contract Documents must be submitted in writing to the Architect no later than 12:00 PM (Noon) on April 15, 2019.

The work on this historic building shall include, but not be limited to the following: Structural repairs; Reroofing at Roof and Belfry levels; Masonry Restoration; Restoration carpentry; Sheet Metal; new ladders and roof hatches.

Partial Funding for this project is provided by the Department of Economic and Community Development / State Historic Preservation Office, Historic Restoration Fund. All work must meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties as prescribed by the Architect and be approved by the Department of Economic and Community Development, State Historic Preservation Office.

Proposers will be required to provide references and evidence of experience in previous, similar work with bid, and must carry appropriate insurance coverages. Specific qualifications for historic restoration experience are listed in the Project Manual. A 5% Bid Bond is required. Acceptance of successful bid will be declared within 30 days of bid opening. Stony Creek Church reserves the right to reject any and all bids and to waive irregularities.

Contract Documents, including Drawings and Specifications are available at K&G Graphics 540 E Main Street, No. 7 Branford, CT 06405. Electronic copy of Bid Documents may be obtained by qualified contractors via the State of Connecticut’s State Contracting Portal (https://biznet.ct.gov).

The contractor who is selected to perform this project shall be an Affirmative Action / Equal Opportunity Employer. Minority / Women’s Business Enterprises encouraged to apply. Prevailing Wage Rates do not apply. This project is not subject to “Set-Aside” requirements. Note that CHRO forms must be submitted and the provisions of the State Historic Preservation Office “Bidding, Contracting and Construction Guidelines for the Historic Restoration Fund” apply in their entirety. The Church is Tax Exempt.

END OF SECTION 00 11 19
PART 1 GENERAL

1.1 THE WORK:
Bell Tower Restoration & Related Work
Church of Christ Congregational (also known as Stony Creek Church)
192 Thimble Island Road, Branford, CT 06405

1.2 SECURING DOCUMENTS
A. Contract Documents, including Drawings and Specifications are on file at K&G Graphics 540 E. Main Street, No. 7 Branford, CT 06405, (203) 481-4884. Electronic copy of Bid Documents may be obtained by qualified contractors via the State of Connecticut’s State Contracting Portal (https://biznet.ct.gov). The documents will be available after 9 am on April 2, 2019. Complete sets of Bidding Documents must be used in preparing proposals; neither Owner nor Architect assumes any responsibility for errors or misinterpretations resulting from use of incomplete set of Bidding Documents.

1.3 PROPOSAL FORM
In order to receive consideration, make Proposals in strict accordance with the following:
A. Make proposals upon the forms provided therein, properly signed and with all items filled out, accompanied by all requested supplemental material. Do not change the working of the Proposal form, and do not add words to the Proposal form. Unauthorized conditions, limitations or provisions attached to the Proposal will be cause for rejection of the Proposal. If alterations by erasure or interlineation are made for any reason, explain such erasure or interlineation with signed statement from the Proposer.
B. No telegraphic Proposal or telegraphic modification of a Proposal will be considered. No emailed Proposal will be considered. No Proposals received after the time fixed for receiving them will be considered. Late Proposals will be returned to the Proposer unopened.

1.4 WITHDRAWAL OF PROPOSALS
A. A Proposer may withdraw his/her Proposal, either personally or by written request, at any time prior to the scheduled time for opening the Proposals.
B. No Proposer may withdraw his/her Proposal for a period of thirty calendar days after the date set for the opening thereof, and Proposals shall be subject to acceptance to the Owner during this period.

1.5 CONTRACTOR REQUIREMENTS
A. Nondiscrimination in Employment. In compliance with the Connecticut General Statutes (C.G.S.), Section 4a-60, the Applicant shall not discriminate in employment because of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to blindness, unless it is shown by such
contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

B. Required AA/EEO Proposal Package Documentation. In compliance with C.G.S., Sec. 4a-60, Proposers are required to submit completed copies of the following attached forms (copies attached) as part of their Proposal submission. FAILURE TO PROVIDE THIS INFORMATION AS PART OF A PROPOSAL PACKAGE WILL INVALIDATE THE PROPOSAL.

See Section 00 43 00 for Bidder Contract Compliance Monitoring Report forms related to Commission on Human Rights Notification to Bidders.

C. The State Historic Preservation Office has confirmed that this project is not subject to “Set-Aside” requirements. Note that CHRO forms must be submitted and the provisions of the State Historic Preservation Office “Bidding, Contracting and Construction Guidelines for the Historic Restoration Fund” apply in their entirety.

1.6 EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a Proposal each Proposer shall examine the Drawings and Photographs carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each Proposer shall fully inform him/herself prior to Proposing as to the existing conditions and limitations under which the Work is to be performed, and shall include in his/her Proposal a sum to cover the cost of items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to a Proposer because of lack of such examination or knowledge. The submission of Proposal will be considered as conclusive evidence that the Proposer has made such examination.

1. Promptly notify Architect of all conflicts, errors, ambiguities or discrepancies which Proposer has discovered in or between the Contract Documents and other such related documents before submitting Proposal.

B. A mandatory site visit (pre-proposal conference) is scheduled.

1.7 PRE-PROPOSAL CONFERENCE

A. A mandatory Pre-Proposal Conference will be held at 10:00 am on April 10, 2019 for the purpose of considering questions posed by Proposers. The conference will be open to general contract Proposers of record.

B. Following the Pre-Proposal Conference, a list of all conference attendees will be distributed along with meeting minutes and will be issued by Addendum.

1.8 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO PROPOSING

A. If any person contemplating submitting a Proposal for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he/she must submit to the Architect a written request for interpretation thereof not later than
seven calendar days before the proposals will be opened. The person submitting the request shall be responsible for its prompt delivery.

B. Interpretation or correction of proposed Contract Documents will be made by Addendum, and will be posted to the Department of Administrative Services (DAS) and via dedicated web server. It is the proposer’s responsibility to check for any and all addenda. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.9 SUBMISSION OF PROPOSALS

A. Address Proposals to the Owner, and deliver to the address given in the invitation for Proposals on or before the day and hour set for opening the Proposals. Enclose each Proposal in a sealed envelope bearing the title of the Work, the name of the Proposer. Submit only the original signed copy of the Proposal. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “Proposal Enclosed”, “Attention Tom Pfaff” on the face of the envelope. It is the sole responsibility of the Proposer to see that his/her Proposal is received on time.

1. Submit a total of (3) copies of the complete proposal, (1) original and (2) copies.

2. Proposals must give the prices proposed in both words and figures. Erasure and other changes must be explained or noted over with the initials of the Proposer. In the event of any discrepancy between the written amount and the figures, the written amounts shall govern.

3. Proposer shall furnish with their proposals the following:

a. Statement of Proposer’s Qualifications (See Paragraph 1.10A&B, below)
b. Resume for Proposer’s Project Manager proposed for the Work of This Project (see Paragraph 1.10C below)
c. Statement of Qualifications of lead mechanics proposed for the Work of This Project (see Paragraph 1.10D below)
d. Statement of Sub-Contractor’s Qualifications (see Paragraph 1.10E, below)
e. Bid bond and Form of Surety Guarantee (See Paragraph 1.11, below)
f. Proposed Schedule for Work (See Paragraph 1.12, below).
g. Certification of Proposer regarding Equal Employment Opportunity (see Paragraph 1.13, below).

4. BID PACKAGES WHICH FAIL TO INCLUDE THE ITEMS LISTED IN PARAGRAPH 1.9A-3a THROUGH 3g WILL BE REJECTED.

1.10 STATEMENT OF PROPOSER’S QUALIFICATIONS

A. Each Proposer shall submit a statement of their qualifications/experience record, in constructing the type of improvements specified in these Contract Documents. The Statement shall include the following:
B. List of three projects Contractor has completed which meet the criteria for projects of comparable size, material, age, construction type and character as the Stony Creek Church. List Owner and Architect references for each project with contact information.

C. Resume and List of three projects proposed Project Manager has completed for projects of comparable size, material, age, construction type and character as the Stony Creek Church. List Owner and Architect references for each project with contact information.

D. Qualifications for lead mechanics as defined in individual specification sections.

E. Qualifications are required from major sub-contractors as well as General Contractor. At a minimum, the Contractor shall submit the qualifications of Roof Replacement; Masonry Restoration, and Carpentry.

1.11 PROPOSAL GUARANTY [BID BOND]
A. The Proposal must be accompanied by a Proposal Guaranty which shall not be less than specified in the Request for Proposal. At the option of the Proposer, the guaranty may be a certified check, bank draft or a bid bond. The Bid Bond shall be secured by a guaranty or Surety Company authorized and qualified to do business in the State of Connecticut. Certified check or bank draft must be payable to the order of the Stony Creek Church. Cash deposits will not be accepted. The Proposal guaranty shall insure execution of the Contract and the furnishing of the surety bond or bonds by the successful Proposer, all as required by the contract documents.

1.12 PROPOSED SCHEDULE FOR WORK
A. Proposers shall prepare a GANTT chart for proposed project schedule including project start and substantial completion, and key milestones.

B. The first week of August (Mon-Fri) will not available to contractors for work due to the Church’s Vacation Bible School program. The tower can be staged and the staging can remain in place during Vacation Bible School.

1.13 CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
A. Proposers shall submit a signed copy of Commission on Human Rights Notification to Bidders form.

B. Forms are included with Proposal package.

1.14 OPENING OF PROPOSALS
A. Proposals will be publically opened and read aloud at a place where Bids are submitted. A summary of the amounts of the lump sum base bid, major alternates (if any) and unit prices (if any) will be made to Proposers after the opening of the Proposals.
1.15 AWARD OR REJECTION OF PROPOSALS

A. The Contract, if awarded, will be awarded in the sole discretion of the Owner, to the most qualified, and responsible Proposer with the most cost effective proposal, complying the conditions and the Request for Proposals, subject to the Owner’s right to reject any or all bids, and to waive informality and irregularity in the Proposals and in the proposing.

1. “The most qualified proposer” is defined as the individual / firm who can provide the necessary capabilities, skill, technical knowledge and experience to perform the Work of this contract, in the sole judgment of the Owner. The Owner reserves the right to consider as unqualified, any proposer whose references, as submitted by the proposer with their proposal, do not confirm the proposers qualifications to do the Work. This includes the qualifications of the proposed project manager.

2. The Owner reserves the right to consider as unqualified to do the Work required by these Contract Documents any Proposer who does not habitually perform with (his) (her) own forces the major portions of the Work involved in construction of the improvements of these Contract Documents.

3. The Owner reserves the right to consider proposed project schedule in making determination for “most cost effective” proposal.

4. The Owner reserves the right to reject any proposal if the information and documents required by the Owner are not submitted as required or if the evidence submitted by or the investigations of any proposer fails to satisfy the Owner that the proposer is responsible.

1.16 EXECUTION OF AGREEMENT

A. The form of Agreement which the successful Proposer will be required to execute is AIA Document A107-2007, Abbreviated Form of Agreement between Owner and Contractor for Construction Projects of Limited Scope, as modified and included herein.

B. The Agreement between Owner and Contractor will be executed at the sole discretion of the Owner. The Agreement between Owner and Contractor is dependent on:

1. The Connecticut State Attorney General’s office review and approval of the Funding Agreement between the DECD-SHPO and Stony Creek Church, and

2. The DECD-SHPO review and approval of the final Procurement package and recommendation for Contractor selection, and

3. CHRO review and approval of CHRO documentation, and

4. Other matters at the sole discretion of the Owner.

C. Proposal price shall be held of a period of ninety (90) days pending execution of Agreement between Owner and Contractor.

D. The Proposer to whom the Contract is awarded shall, within fifteen calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.

E. At or prior to delivery of the signed Agreement, the Proposer to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents
and such Labor and Materials Payment Bond as are required by the Owner.

Bonds and Certificates of Insurance shall be approved by the Owner before successful Proposer may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful Proposer to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

END SECTION 00 21 16
1.1 PROPOSAL INFORMATION
A. Bidder: ____________________________________________________
B. Project Name: Bell Tower Reroofing & Related Work, Stony Creek Church
C. Project Location: 192 Thimble Islands Road, Branford, CT
D. Owner: Church of Christ Congregational (also known as Stony Creek Church)
E. Architect: Nelson Edwards Company Architects LLC, 1156 Main St, Branford, CT
F. Architect Project Number: 17001.00

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

1. ________________________________ Dollars ($__________)__.

1.3 UNIT PRICES
A. The Unit Prices listed below, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work, in accordance with the applicable section of the “Instructions to Proposers.” Unit Prices accepted by the Owner shall be written into the Owner-Contractor Agreement.

1. Unit Price 1: Repointing Stone / LF $______________
2. Unit Price 2: Fill voids at interior rubble walls/ LF $______________
3. Unit Price 1: Repointing Brick at Chimney/SF $______________

1.4 ALTERNATES
A. The proposer proposes and agrees that, should the following Alternate(s) be accepted and included in this Contract, the amount of the Proposal shall be increased or decreased, as designated below. All materials and workmanship shall be in strict accordance with the original specifications and drawings. Refer to Technical Specification Section 01 23 00 for a description of the Alternates.
1. Alternate No. 1: Remove from the Scope of Work repairs to Level 1 framing as identified on A300 and S100. Deduct: $__________________

2. Alternate No. 2: Add tapered insulation to roof deck to achieve ¼” per foot slope in the event the existing deck is not sloped sufficiently. Add: $__________________

3. Alternate No. 3: Add Performance and Payment Bond. Add: $__________________

4. Alternate No. 4: Add replacement of exterior I-beam shown on drawing S100.6 as [note that interior I-beam replacement remains in Base Bid]. : $__________________

5. Alternate No. 5: Add the following at Window No. A1: Restore & repaint frame & sill; reconstruct missing sash to match existing, including lead came glazing. See Section 06 20 13 Restoration Carpentry. : $__________________

1.5 BID PROPOSAL GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. ______________________________________________________________________________________ Dollars ($______________).

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

1.6 SCHEDULE OF VALUES

DIVISION 1 GENERAL REQUIREMENTS $______________

Alternate No. 3 $__________________ [add]

DIVISION 4 MASONRY Base Bid $______________

Unit Price 1: $______ x 50 L.F. $______________

Unit Price 2: $______ x 20 L.F. $______________

Unit Price 3: $______ x 15 S.F. $______________

DIVISION 5 METALS Base Bid, including Steel Structural Repairs $______________ indicated on drawing S100 - Base Bid

Alternate No. 4 $__________________ [add]
DIVISION 6  WOODS & PLASTICS Including Wood Structural Repairs indicated on drawing S100 - Base Bid $_________________ 
Alternate No. 1 $_________________ [deduct] 
Alternate No. 5 $_________________ [add] 

DIVISION 7  THERMAL & MOISTURE PROTECTION Base Bid $_________________
Alternate No. 2 $_________________ [add] 

1.7 SUBCONTRACTORS AND SUPPLIERS

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

1. Carpentry Work: ________________________________________________________
2. Masonry Work: _________________________________________________________
3. Roofing Work: _________________________________________________________
4. Sheet Metal Work: _____________________________________________________

1.8 TIME OF COMPLETION

A. Assuming the Notice to Proceed is issued by May 21, 2019, the undersigned Bidder proposes and agrees:

1. To commence the Work of the Contract Documents on ______________________
2. And to fully complete the Work within _____________________calendar days.

1.9 ACKNOWLEDGEMENT OF ADDENDA

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

1. Addendum No. __, dated ____________________.
2. Addendum No. __, dated ____________________.
3. Addendum No. __, dated ____________________.
4. Addendum No. __, dated ____________________.
1.10 CONTRACTOR’S LICENSE

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

B. SUBMISSION OF BID

C. Respectfully submitted this ____ day of ____________, 2018.

D. Submitted By____________________________________(Name of bidding firm or corporation).

E. Authorized Signature:____________________________________(Handwritten signature).

F. Signed By:______________________________________________(Type or print name).

G. Title:___________________________________(Owner/Partner/President/Vice President).

H. Witness By:___________________________________________(Handwritten signature).

I. Attest:____________________________________________(Handwritten signature).

J. By:_______________________________________________(Type or print name).

K. Title:_________________________________(Corporate Secretary or Assistant Secretary).

L. Street Address:___________________________________________________________.

M. City, State, Zip___________________________________________________________.

N. Phone:__________________________________________________________________.

O. License No.:_____________________________________________________________.

P. Federal ID No.:_____________________________________(Affix Corporate Seal Here).

1.11 BID SUPPLEMENTS

A. Supplemental documents listed in 00 21 16 Paragraph 1.9 which must be included with bid package:

   1. Proposer’s Qualifications
   2. Proposer’s Project Manager resume
   3. Statement of Qualifications of lead mechanics
   4. Subcontractor’s Qualifications
   5. Bid bond & Form of Surety Guarantee
   6. Proposed Schedule for Work
   7. State of CT CHRO Forms

END OF DOCUMENT 00 41 13
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<table>
<thead>
<tr>
<th>MANAGEMENT:</th>
<th>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</td>
<td>This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</td>
</tr>
<tr>
<td>BUSINNESS AND FINANCIAL OPERATIONS:</td>
<td>CONSTRUCTION AND EXTRACION:</td>
</tr>
<tr>
<td>These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</td>
<td>This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.</td>
</tr>
<tr>
<td>MARKETING AND SALES:</td>
<td>INSTALLATION, MAINTENANCE AND REPAIR:</td>
</tr>
<tr>
<td>Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</td>
<td>Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment, millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</td>
</tr>
<tr>
<td>LEGAL OCCUPATIONS:</td>
<td>MATERIAL MOVING WORKERS:</td>
</tr>
<tr>
<td>In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</td>
<td>The job titles included in this group are Crane and tower operators; dredge, excavating, and ladling machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock; animal and material movers, hand; machine feeders and offshooters; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</td>
</tr>
<tr>
<td>COMPUTER SPECIALISTS:</td>
<td>PRODUCTION WORKERS:</td>
</tr>
<tr>
<td>Professionals responsible for the computer operations within a company are grouped in this example. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.</td>
<td>The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grounding workers; cutting workers; inspectors, testers, sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</td>
</tr>
<tr>
<td>ARCHITECTURE AND ENGINEERING:</td>
<td></td>
</tr>
<tr>
<td>Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</td>
<td></td>
</tr>
<tr>
<td>OFFICE AND ADMINISTRATIVE SUPPORT:</td>
<td></td>
</tr>
<tr>
<td>All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</td>
<td></td>
</tr>
</tbody>
</table>

January 11, 2019
BID SET
STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT
3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Or Social Security Number</td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City &amp; State</td>
<td></td>
</tr>
<tr>
<td>Chief Executive</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity (test description)</th>
<th>Bidder Identification (response optional definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-Bidder is a small contractor. Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>-Bidder is a minority business enterprise Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>(If Yes, check ownership category)</td>
</tr>
<tr>
<td></td>
<td>Black__ Hispanic__ Asian American__ American Indian/Alaskan</td>
</tr>
<tr>
<td></td>
<td>Native American Indian/Alaskan Individual(s) with a Disability</td>
</tr>
<tr>
<td></td>
<td>Female__</td>
</tr>
</tbody>
</table>

| Bidder Parent Company | Bidder is certified as above by State of CT Yes__ No__ |
| (If any)              |                                                      |

| Other Locations in Ct. | Bidder is certified as above by State of CT Yes__ No__ |
| (If any)               |                                                      |

**PART II - Bidder Nondiscrimination Policies and Procedures**

<table>
<thead>
<tr>
<th>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</td>
</tr>
<tr>
<td>3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</td>
</tr>
<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</td>
</tr>
<tr>
<td>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</td>
</tr>
<tr>
<td>6. Does your company have a collective bargaining agreement with workers? Yes__ No__</td>
</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__</td>
</tr>
<tr>
<td>7. Does all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60b, Conn. Gen. Stat. Yes__ No__</td>
</tr>
<tr>
<td>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__</td>
</tr>
<tr>
<td>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</td>
</tr>
<tr>
<td>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__</td>
</tr>
<tr>
<td>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__</td>
</tr>
<tr>
<td>12. Does your company have a written affirmative action plan? Yes__ No__</td>
</tr>
<tr>
<td>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__</td>
</tr>
</tbody>
</table>

JANUARY 11, 2019
BID SET
STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT
**Part III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

**PART IV - Bidder Employment Information**

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
</tbody>
</table>

Management
Business & Financial Ops
Marketing & Sales
Legal Operations
Computer Specialists
Architecture/Engineering
Office & Admin Support
Hill Grounds Cleaning/Maintenance
Construction & Extraction
Installation, Maintenance & Repair
Material Handling/Workers
Production Occupations

TOTALS ABOVE

Total One Year

FORMA ON THE JOB TRAINING (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices
Trainees

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)
### PART V - Bidder Hiring and Recruitment Practices

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walk in</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification:

- [ ] Written Test
- [ ] High School Diploma
- [ ] College Degree
- [ ] Union Membership
- [ ] Personal Recommendation
- [ ] Height or Weight
- [ ] Age
- [ ] Citizenship
- [ ] Ability to Speak or Write English
- [ ] Work Experience
- [ ] Criminal Record
- [ ] Arrest Record
- [ ] Wage Garnishments
- [ ] Car Ownership
- [ ] Credit Report
- [ ] Drug Testing
- [ ] Obesity
- [ ] Memorial
- [ ] Substance Abuse
- [ ] OSHA Mandate
- [ ] Handicap
- [ ] Out-Of-State
- [ ] Itemized
- [ ] Advanced Education
- [ ] Mineral Rights
- [ ] Personal Recommendations
- [ ] External Referral
- [ ] Property Ownership
- [ ] Education
- [ ] College Degree
- [ ] Union Membership
- [ ] Personal Recommendation
- [ ] Height or Weight
- [ ] Age
- [ ] Citizenship
- [ ] Ability to Speak or Write English
- [ ] Work Experience
- [ ] Criminal Record
- [ ] Arrest Record
- [ ] Wage Garnishments
- [ ] Car Ownership
- [ ] Credit Report
- [ ] Drug Testing
- [ ] Obesity
- [ ] Memorial
- [ ] Substance Abuse
- [ ] OSHA Mandate
- [ ] Handicap
- [ ] Out-Of-State
- [ ] Itemized
- [ ] Advanced Education
- [ ] Mineral Rights
- [ ] Personal Recommendations
- [ ] External Referral
- [ ] Property Ownership
- [ ] Education

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination:

---

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

(Signature)  (Title)  (Date Signed)  (Telephone)
Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

BOND AMOUNT:

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

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

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

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

Signed and sealed this day of

(Witness)

(Contractor as Principal)

(Title)

(Seal)

(Witness)

(Surety)

(Title)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
List of Subcontractors

PROJECT: (Name and address)           DATE:

TO ARCHITECT: (Name and address)      ARCHITECT'S PROJECT NUMBER:

FROM CONTRACTOR (Name and Address)    CONTRACTOR'S PROJECT NUMBER:

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name                Address/Phone            Superintendent

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TEMPLATEDocument A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for
a Project of Limited Scope

Editing Template
CAUTION: Do not remove or otherwise edit Project
Data fill-point (Basic Information, Contract Details
and Project Team) when using this document

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)

« » « »
« » « »
« » « »

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

« » « »
« » « »
« » « »

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

« » « »
« » « »
« » « »

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

« » « »
« » « »
« » « »

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3 CONTRACT SUM
4 PAYMENT
5 DISPUTE RESOLUTION
6 ENUMERATION OF CONTRACT DOCUMENTS
7 GENERAL PROVISIONS
8 OWNER
9 CONTRACTOR
10 ARCHITECT
11 SUBCONTRACTORS
12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13 CHANGES IN THE WORK
14 TIME
15 PAYMENTS AND COMPLETION
16 PROTECTION OF PERSONS AND PROPERTY
17 INSURANCE & BONDS
18 CORRECTION OF WORK
19 MISCELLANEOUS PROVISIONS
20 TERMINATION OF THE CONTRACT
21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT
The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

«The date of commencement of the Work will be fixed in a notice to proceed issued by the Owner. »

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

Portion of Work | Substantial Completion Date
--- | ---
« » | « »

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

§ 2.4 The Project shall be deemed to have achieved Substantial Completion when the Architect has issued a Certificate of Substantial Completion.

ARTICLE 3 CONTRACT SUM
§ 3.1 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 one of the following: (Check the appropriate box.)

[ « X » ] Stipulated Sum, in accordance with Section 3.2 below
[ « » ] Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
[ « » ] Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be «  » ($ «  » ), subject to additions and deductions as provided in the Contract Documents.

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

« »

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

| Item | Units and Limitations | Price Per Unit ($ 0.00) |
--- | --- | ---|

§ 3.2.3 Allowances included in the stipulated sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Allowance |
--- | ---|
§ 3.3 COST OF THE WORK PLUS CONTRACTOR’S FEE  N/A
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 COST OF THE WORK PLUS CONTRACTOR’S FEE WITH A GUARANTEED MAXIMUM PRICE  N/A
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4.3 GUARANTEED MAXIMUM PRICE  N/A
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed « » ($ « » ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($ 0.00)</th>
</tr>
</thead>
</table>

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowance</th>
</tr>
</thead>
</table>

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

ARTICLE 4  PAYMENTS
§ 4.1 PROGRESS PAYMENTS
§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, including all supporting documentation reasonably requested of the Contractor by the Owner, 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.
§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of
the month, or as follows:

«For the first Application for Payment, from the Date of Commencement through the last day of the month of the
Date of Commencement. For each subsequent Application for Payment, from the first day of one month through the
last day of the same month. »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st business » day of
a month, the Owner shall make payment of the certified amount to the Contractor not later than the «30th » day of
the «same » month. If an Application for Payment is received by the Architect after the date fixed above, payment
shall be made by the Owner not later than «thirty » ( «30 » ) days after the Architect receives the Application for
Payment.

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

§ 4.1.4 Retainage, if any, shall be withheld as follows:

«Retainage of five percent (5.0%) shall be withheld from all payments due from the Owner to the Contractor
hereunder.

Upon Substantial Completion, the total retainage, less, notwithstanding anything to the contrary in the Contract
Documents, an amount equal to 200% of the cost reasonably estimated to complete "punch list" items and achieve
Final Completion of the Work, shall be paid to the Contractor. If the Contractor fails to complete the items on the
"punch list," the Owner may, without limiting its other remedies at law or in equity, use the retainage to complete
such items and the Contractor shall forfeit all rights to such retainage amounts. »

§ 4.1.5 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.)

«legal rate » « »

§ 4.2 FINAL PAYMENT
§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the
Contractor when

1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct
Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond
final payment; and

2 the Contractor has submitted all material and documents required as part of the State of Connecticut
Department of Economic and Community Development, State Historic Preservation Office ("DECD-
SHPO") grant to the Owner; and

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

§ 4.2.2 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:

« »

§ 4.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the
Contractor hereunder to the extent any one or more of the following conditions exist:

1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of
the Contract Documents;

2 Any part of such payment is attributable to Work which the Owner or Architect determines that,
because of the fault or neglect of the Contractor, is defective or not performed in accordance with the
Contract Documents; provided, however, such payment shall be made as to the part thereof
attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or

3. The Contractor has failed to make payments properly to the Contractor's subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

§ 4.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

§ 4.5 With the submission of each Application for Payment, beginning with the second Application for Payment, the Contractor shall furnish to the Owner a release and waiver of mechanics liens from Subcontractors and material suppliers for all previous payments made by the Owner.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[ ☑ ] Arbitration pursuant to Section 21.4 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.


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

§ 6.1.4 The Drawings:

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

PORTIONS OF ADDENDA RELATING TO BIDDING REQUIREMENTS ARE NOT PART OF THE CONTRACT DOCUMENTS UNLESS THE BIDDING REQUIREMENTS ARE ENUMERATED IN THIS ARTICLE 6.

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

.1 Exhibit A, Determination of the Cost of the Work, if applicable. N/A


.3 Other documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7  GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. 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. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor, provided, however, that the Owner shall be a third party beneficiary of the agreements between the Contractor and its Subcontractors, if any, pursuant to Section 11.3 hereof.

§ 7.3 THE WORK

The term “Work” means the construction and services required by the Contract Documents and the work which can reasonably be inferred as necessary to produce the results intended by the Contract Documents and, except to the extent inconsistent with the Contract Documents, such construction and services as are usually and customarily provided in conjunction with, or in furtherance of, such work, 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.

§ 7.4 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.

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

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or
§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

§ 7.7 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the with the highest prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the contract Sum as set forth in the Agreement (the standards of this Section 7.7 shall be referred to herein as the “Contractor’s Standard of Care”). The Contractor shall exercise the Contractor’s Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor (“constructive knowledge”). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor’s Standard of Care.

§ 7.7.1 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents and the Conditions (as defined hereinafter), and the Contractor shall obtain and post all necessary permits at the site. The “Conditions” are all applicable laws, rules, regulations, ordinances, codes, orders, guidelines, standards and conditions of funding imposed on the Work and/or Project by the Agencies, as defined hereinafter. Any reference in the Contract Documents to “applicable law” shall include the Conditions.

§ 7.7.1.1 The “Agencies” are all federal, state, and local governmental authorities having regulatory or administrative jurisdiction over the Work and/or the Project and all representatives or designees of such other governmental authorities including but not limited to the State of Connecticut, Department of Economic and Community Development, State Historic Preservation Office.

§ 7.7.1.2 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable law, including the Conditions.

§ 7.8 Any information obtained by the Contractor from the Owner may not be used, published, distributed, sold or divulged by the Contractor or its Subcontractor or Sub-subcontractors for such party’s own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor of its Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

ARTICLE 8 OWNER
§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.
§ 8.1.2 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.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner’s expenses and compensation for the Architect’s services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR
§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with informed of the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents including the location, condition, accessibility, layout and nature of the Project site; the generally prevailing climactic conditions; the anticipated labor supply and costs; and the availability and costs of materials, tools and equipment and has correlated such personal observations with the requirements of the Contract Documents. Neither the Contract Sum nor the Contract Time shall be adjusted as a result of a failure by the Contractor to have conducted the activities described in this Section 9.1.1.

§ 9.1.2 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 8.1.1, 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. If the Contractor performs any construction activity which it should have known constitutes an error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with the Conditions as defined herein or applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall review the Contract Documents and notify the Owner of any such nonconformity of which the Contractor has knowledge and shall promptly report any such nonconformity to the Owner, 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.
§ 9.1.4 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. As between the Contractor and the Owner, the Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 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.

§ 9.2.3 The Contractor shall schedule and perform the Work so as not to unreasonably interfere with any school institutional activities or other related or unrelated work being performed by the Owner in or about the site.

§ 9.2.4 The Contractor shall provide a project manager, pre-approved by the Owner, who shall have general supervisory authority over the Project. Any replacement of the project manager shall require the prior approval of the Owner.

§ 9.2.5 Contractor shall, if requested to do so by the Owner, reassign from the Owner’s Project any project manager, employee or authorized representatives whom the Owner, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, the Owner shall give five (5) business days notice to the Contractor of the Owner’s desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Owner that the employee should not be reassigned; however, the Owner’s decision in its sole discretion after such five (5) day period shall be final. Should the Owner still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, whichever occurs first, the employee shall be reassigned from the Owner’s Project.

§ 9.3 LABOR AND MATERIALS
§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification and subject to the provisions of Sections 9.3.3.1 and 9.3.3.2.

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

§ 9.3.3.2 By making requests for substitutions, the Contractor:
1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect’s redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent; and
§ 9.4 WARRANTY

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

§ 9.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise.

§ 9.4.2 The Contractor warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. This warranty does not apply to those defects, inherent in the quality of the Work the Contract Documents require and that the Contractor reported, or was not obligated to report, under this Agreement. Substitutions not properly approved and authorized shall be considered to have failed to conform to the Contract Documents. Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion, except where warranties for longer durations are called for by the Contract Documents, shall be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 9.4.3 The warranties under this Section 9.4 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for such building permit as well as other permits, fees, licenses and inspections by government agencies as are 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.

§ 9.6.2 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. 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.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade
discounts. Allowance amounts shall not include the Contractor’s costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s approval and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project and with the prior review and approval of the Owner, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall be responsible for the performance of the Work in general accordance with the most recently approved schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Contractor shall indicate approval on the submittals as evidence of such review and coordination. Submittals made to the Architect without such indication of approval may be returned to the Contractor for resubmission. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 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.

§ 9.11 CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

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

§ 9.14 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.
§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, the State of Connecticut and their respective consultants, agents, representatives, officials, and employees from and against claims, suits and/or legal actions of any type by third-parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type; from all judgments or decrees recovered therefore; and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and reasonable attorneys’ fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts of the Contractor; defects or breaches of warranty in, caused by, or related to the Work and/or the Contractor’s failure to comply with the provisions of the Contract Documents. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. 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 which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

§ 9.16 The Contractor shall comply with the Conditions and all local, state and federal laws, rules and regulations applicable to the Contractor, including without limitation those relating to equal opportunity, labor, wages and employment.

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

§ 9.18 The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Owner shall designate and to such other meetings as are necessary to comply with the Conditions.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction, including regularly scheduled site meetings and visits, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, 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 safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.
§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to inform the Owner in writing of (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect’s evaluations of the Work and 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.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 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.

§ 10.7 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 will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect’s decisions on matters relating to aesthetic effect and interpretation of the Secretary of the Interior’s Standards for the Treatment of Historic Properties will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 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.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.2.1 To facilitate and expedite the investigations of such proposed persons or entities, the Contractor shall submit a statement in writing in sufficient detail to establish that each has the capacity to carry out the portion of the Work such person or entity is proposing to provide. All such submittals shall include a list of principal personnel of any such entity, its qualifications to perform the Work, and an analysis of the financial condition, construction plant, equipment and facilities of any such person or entity.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner and
Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. The Owner shall be a third party beneficiary of all contracts between the Contractor and Subcontractors.

§ 11.4 Within five (5) calendar days after payment to Contractor by the Owner, the Contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or material has been included in requisition submitted by such Contractor and paid by Owner. The Contractor shall promptly give notice to the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of the Contractor’s obligations to such Subcontractor.

§ 11.5 The Contractor shall include in each of the subcontracts a provision requiring each Subcontractor to pay any amounts due to any Sub-Subcontractors, whether for labor performed or materials furnished, within five (5) days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Sub-subcontractor and a provision requiring each Subcontractor to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor claiming that any amount is due to such Sub-Subcontractor or claiming any default by such Subcontractor in any of its obligations to such Sub-subcontractor which notice the Contractor shall promptly relay to the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order on AIA Form G701-2007 and signed by the Owner, Contractor and Architect, and as approved by DECD-SHPO, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.2.2 The Contractor shall provide evidence, reasonably satisfactory to the Owner, and, if required, DECD-SHPO, of any costs for which the Contractor seeks compensation or reimbursement pursuant to this Section 13.2.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.
Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor, provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME
§ 14.1 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.

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION
§ 15.1 APPLICATIONS FOR PAYMENT
§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor’s Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 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 other encumbrances adverse to the Owner’s interests. Provided that the Owner shall have paid to the Contractor all amounts properly due and owing under the Contract Documents, the Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them.

§ 15.1.4 Applications for Payment must be submitted on AIA Form G702-1992.
§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.2.3.

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

§ 15.2.3 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 15.2.2 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 15.2.1. If the Contractor and the 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, 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 9.2.2, because of: .1 defective Work not remedied; .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor; .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment; .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .5 damage to the Owner or a separate contractor; .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 15.2.5 The Owner shall not be deemed to be in default by reason of withholding payment while any of the grounds described in Section 15.2.3 remained uncured or in the event the Owner withholds payment pursuant to Section 15.2.5, nor shall any interest accrue or be payable with respect to any payments so withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, 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 similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.
§ 15.3.3 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.

§ 15.4 SUBSTANTIAL COMPLETION
§ 15.4.1 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.

§ 15.4.2 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.

§ 15.4.3 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. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

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

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT
§ 15.5.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including the completion of all punch list items to the satisfaction of the Owner, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
   .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
   .2 failure of the Work to comply with the requirements of the Contract Documents; or
   .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY
§ 16.1 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. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall 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 and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect 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 9.15.

§ 16.2 HAZARDOUS MATERIALS
§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 Except as otherwise set forth in the Contract Documents, 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 reasonable 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 16.2.1 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 or to such party’s failure to comply with the Contract Documents or to give notice to the Owner of those Hazardous Materials on the site that are not addressed in the Contract Documents of which such party has knowledge.

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

§ 16.2.4 Except as otherwise set forth in the Contract Documents, the Contractor, when it will be providing, using, storing, delivering or disposing of any toxic, hazardous or potentially dangerous materials, shall advise in writing, and receive the written approval of, the Owner of the use of such hazardous materials in advance of conducting any Work and the Contractor is responsible for protecting its own employees, those of the Owner, and all of its employees and agents from the hazards associated with such materials. The Contractor shall furnish written directions, precautions or training, provided or made available from the supplier of the materials, or other acceptable source, for use by all persons who may be subjected to the hazard. In its performance of the Work, the Contractor shall comply with all applicable regulations and laws. The Contractor shall dispose of any hazardous or toxic substances in accordance with all applicable regulations or laws, including E.P.A. and D.O.T., and shall, as may be
required by law, provide the Owner with the appropriate generator E.P.A. number. The Contractor shall perform all required procedures necessary to insure that there will be no discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous or toxic waste on the site caused by its operations. The Contractor is responsible for any and all costs and liabilities associated with the clean up of any such spillage, etc., or as required by regulating authorities having jurisdiction, and agrees to indemnify, defend, and hold the Owner and its employees and agents harmless against any current or future liabilities resulting from such incidents.

§ 16.3 PROTECTION OF THE WORK

§ 16.3.1 The Contractor shall at all times provide protection against weather (rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day’s work, all new Work likely to be damaged shall be reasonably protected against such weather.

§ 16.3.2 The Contractor shall provide adequate fire protection for all operations associated with the Work, and such protection must meet all applicable federal (including OSHA), State and municipal regulations.

§ 16.3.3 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials when work is not in progress at night, on weekends or holidays.

§ 16.3.4 The Contractor shall remove and replace with new work, at the Contractor’s own expense, any Work damaged by failure to provide protection pursuant to this Section 16.3.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractors Insurance and Bonds.

§ 17.1.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers’ compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor’s operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor’s obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the State of Connecticut, the Architect and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner and the State of Connecticut as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 17.1.2 The insurance required by Section 17.1.1 hereof shall include the policies listed in this Section 17.1.2, and shall be written for not less than the amounts specified in this Section 17.1.2, or greater if required by law.

1. Workers’ Compensation (waiver of subrogation required):
   a. State
   b. Voluntary Compensation (by any exempt entities):
      Same as State Workers’ Compensation
   c. Employers Liability:
      $100,000 Each Accident
      $100,000 Disease, Policy Limit
      $500,000 Disease, Each Employee

2. Commercial General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage):
   a. Bodily Injury
      $1,000,000 Each Occurrence
      $2,000,000 Per Location/Per Site General Aggregate


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BID SET

JANUARY 11, 2019

BELL TOWER REROOFING & RELATED WORK

STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT
b. Property Damage:
   Included Each Occurrence
   Included Aggregate

c. Products and Completed Operations

d. Property Damage Liability Insurance shall provide explosion, collapse and underground coverage as applicable

e. Contractual Liability:
   Bodily Injury:
   $1,000,000 Each Occurrence
   Property Damage:
   Included Each Occurrence
   Included Aggregate

f. Personal Injury with Employment Exclusion deleted:
   $1,000,000 Aggregate

g. If the General Liability policy includes a General Aggregate, such Aggregate shall not be less than $2,000,000. Policy shall be endorsed to have General aggregate apply to this Project only.

3 Umbrella Excess Liability
   $5,000,000 Over primary insurance
   $10,000 Deductible or Retention

4 Comprehensive Automobile Liability (owned, non-owned, hired):
   a. Bodily Injury:
      $1,000,000 Per Accident
   b. Property Damage:
      Included Each Occurrence

§ 17.1.3 The Contractor shall require its Subcontractors and Sub-subcontractors to maintain the same types of insurance the Contractor is required to maintain under the Contract Documents in amounts approved by the Owner.

§ 17.2 OWNER’S LIABILITY INSURANCE

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

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an “all-risk” or equivalent policy form, including builder’s risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project. The State of Connecticut shall be listed as an additional insured As Its Interests May Appear.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such
waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly and at its sole expense correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, 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 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS
§ 19.1 ASSIGNMENT OF CONTRACT
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

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

1. that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;

3. the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project and the Contractor has visited the site of the Project and become familiar with the Contract Documents and the visible conditions of the site, and knows of no reason why the Work cannot be performed as set forth in the Contract Documents.

§ 19.3 The Contractor agrees to comply with the following provisions:

(A) Compliance with Nondiscrimination and Affirmative Action in accordance with Connecticut General Statutes Section 4a-60.

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

(B) Further Agreements re Compliance with Nondiscrimination in accordance with Connecticut General Statutes Section 4a-60a.

(1) The Contractor agrees and warrants that in the performance of the contract, such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the General Statutes; the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the
§ 19.4 EXECUTIVE ORDER NO. THREE
This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration thereof, agree that the Labor Commissioner may be a party to this Agreement. The parties agree to abide by said Executive Order and agree that the Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Contractor agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the Labor Commissioner.

§ 19.5 EXECUTIVE ORDER NO. SEVENTEEN
This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration thereof, agree that the Labor Commissioner may be a party to this Agreement. The parties agree to abide by said Executive Order and agree that the Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

§ 19.26 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

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

§ 19.48 COMMENCEMENT OF STATUTORY LIMITATION PERIOD
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the 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 19.4.

§ 19.9 If any provision of this Agreement or any other contracts among the Contract Documents is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the parties agree to substitute for the invalid provision the provision within the bounds of the law which most clearly effectuates the legal and economic intent of the invalid provision.
ARTICLE 20  TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, and, in either event, the withholding party has not notified the Contractor of the reason for withholding payment the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Notwithstanding the foregoing the aforementioned notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within seven (7) days of such notice, the Owner substantially takes such curative measures.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

1. institutes proceedings or consents 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 its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed;

2. abandons the Work; or if it fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work;

3. fails to supply enough properly skilled workers or proper materials for the Work;

4. submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified;

5. fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;

6. disregards the Conditions, applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of an appropriate authority; or

7. otherwise is guilty of substantial breach of a provision of the Contract Documents; or

8. if a mechanic's or materialmen'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 after the receipt of notice thereof in a manner reasonably satisfactory to the Owner.

repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or

4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.
§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 20.4 Upon any termination hereunder in a manner that requires payment from the Owner to the Contractor, the Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract, and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§ 20.5 This Contract is subject to the execution and all requisite approvals of a certain grant contract by and between the State of Connecticut Commission on Culture and Tourism and Owner. In the event that the grant contract is not executed and/or approved, the Owner reserves the right to terminate this Contract. The Owner will not issue a Notice to Proceed to the Contractor until such grant contract is executed and approved.

ARTICLE 21 CLAIMS AND DISPUTES
§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their 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 this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

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

§ 21.6 Any party to an arbitration 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 a Claim not described in the written Consent.
§ 21.7 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.

§ 21.8 The Contractor agrees to comply with the applicable provisions of the “State Historic Preservation Office Bidding, Contracting, and Construction, Guidelines for the Historic Restoration Fund, April 2014” attached hereto as Exhibit A, a copy of which the Contractor acknowledges receipt of.

§ 21.8 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 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)
### APPLICATION FOR PAYMENT FORMS

**JANUARY 11, 2019**

**BID SET**

**STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT**

---

**AIA Document G702™ – 1992**

Application and Certificate for Payment

TO OWNER:  

FROM CONTRACTOR:  

VIA ARCHITECT:  

**APPLICATION NO:**  

**PERIOD TO:**  

**CONTRACT FOR:**  

**CONTRACT DATE:**  

**PROJECT NO:**  

**DISTRIBUTION TO:**  

- [ ] OWNER  
- [ ] ARCHITECT  
- [ ] CONTRACTOR  
- [ ] FIELD  
- [ ] OTHER  

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract AIA Document G702™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM  
2. NET CHANGE BY CHANGE ORDERS  
3. CONTRACT SUM TO DATE (Line 1 - 2)  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)  
5. RETAINAGE:  
   a. % of Completed Work  
      (Column D of G703)  
   b. % of Stored Material  
      (Column F of G703)  
   Total Retainage (Line 5a + 5b, or Total in Column 1 of G703)  
6. TOTAL EARNED LESS RETAINAGE  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
   (Line 6 minus Line 5 Total)  
8. CURRENT PAYMENT DUE  
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
   (Line 3 minus Line 6)  

**CHANGE ORDER SUMMARY**

| Additions  | Deductions  |  |
|------------|-------------|  |
| Total changes approved in previous months by Owner | $ | $ |
| Total approved this month | $ | $ |
| **TOTAL** | **$** | **$** |

**NET CHANGES by Change Order**  

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original is not necessary. Changes will not be obsolete.

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**  

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insomuch, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**APPLICATION FOR PAYMENT:**  

**BID SET**  

**STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT**
## Application for Payment Forms

**Bell Tower Reroofing & Related Work**

**Stony Creek Church, 192 Thimble Islands Rd, Branford, CT**

**January 11, 2019**

---

### Application No.

**Architect's Project No.:**

**Application Date:**

**Period To:**

---

### AIA Document G703™ – 1992

**Continuation Sheet**

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**Grand Total**

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*CAUTION: You should sign an original AIA Contract Document, on which this form appears in RED. An original assures that changes will not be obscured.*

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**00 62 76 - 2**
Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within (____) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: (Insert a written description of the Work.)

ATTACHMENTS: (List attached documents that support description.)

REQUESTED BY THE ARCHITECT:

(Signature)                      (Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
# AIA Document G701™ – 2017

## Change Order

**PROJECT:** (name and address)  
**CONTRACT INFORMATION:**  
Contract For:  
Date:  
**CHANGE ORDER INFORMATION:**  
Change Order Number:  
Date:  
**OWNER:** (name and address)  
**ARCHITECT:** (name and address)  
**CONTRACTOR:** (name and address)

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

---

The original (Contract Sum) (Guaranteed Maximum Price) was $__________

The net change by previously authorized Change Orders $__________

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was $__________

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of $__________

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be $__________

The Contract Time will be (increased) (decreased) (unchanged) by _______ days.

The new date of Substantial Completion will be ________

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<table>
<thead>
<tr>
<th>ARCHITECT (Firm name)</th>
<th>CONTRACTOR (Firm name)</th>
<th>OWNER (Firm name)</th>
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</table>
# Certificate of Substantial Completion

**PROJECT:** (name and address)

**ARCHITECT:** (name and address)

**OWNER:** (name and address)

**CONTRACT INFORMATION:**
- Contract For:
- Date:

**CERTIFICATE INFORMATION:**
- Certificate Number:
- Date:

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*Identify the Work, or portion thereof, that is substantially complete.*

**WARRANTIES**
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.*

**WORK TO BE COMPLETED OR CORRECTED**
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

*Identify the list of Work to be completed or corrected.*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (____) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

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<tr>
<th>CONTRACTOR (Firm Name)</th>
<th>SIGNATURE</th>
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Contractor’s Affidavit of Release of Liens

PROJECT: (Name and address)  ARCHITECT’S PROJECT NUMBER:

CONTRACT FOR:  

OWNER □  ARCHITECT □  CONTRACTOR □  SURETY □  OTHER □

TO OWNER: (Name and address)  CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned’s knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor’s Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document A201™ – 2017
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Bell Tower Reroofing & Related Work
192 Thimble Islands Rd, Branford, CT

THE OWNER:
(Name, legal status and address)
The Church of Christ Congregational
192 Thimble Islands Rd; P.O. Box 3385
Stony Creek CT 06405

THE ARCHITECT:
(Name, legal status and address)
Nelson Edwards Company Architects, LLC
1156 Main St
Branford, CT 06405

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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, 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.

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§ 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 Contractor 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 throughout the Contract Documents as if singular in number. The Contractor shall be 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 job site safety thereof and shall be solely responsible for the job site 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

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STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT
Section 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.

Section 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.

Section 3.7 Permits, Fees, Notices and Compliance with Laws
Section 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.

Section 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.

Section 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.

Section 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 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.

Section 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.

Section 3.8 Allowances
Section 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.

Section 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.

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§ 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 upon 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 manufacturer 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 inerent 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 request 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 bind 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, inclusive 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 a change 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.

§ 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 9.3.1; 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. repayment 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 Owners 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 retainerage 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 or 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 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:

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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 Sections 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 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or 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 cease operations as directed by the Owner in the notice; take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and 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 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 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.
PART 1 - GENERAL

1.1 - STATEMENT OF HISTORICAL SIGNIFICANCE

A. Stony Creek Church of Christ Congregational is listed on the National Register of Historic Places as a Contributing Resource to the Stony Creek/Thimble Islands Historic District.

B. The Queen Anne/Late Gothic Revival building was constructed between 1901-1903 out of Stony Creek pink granite, stucco and wood.

1.2 - INTENT

A. The Secretary of the Interior’s Standards for the Treatment of Historic Properties (Preservation, Rehabilitation, Reconstruction and Restoration) shall be followed in all respects.

B. It is the intention of this restoration effort to repair areas of deterioration using modern materials to achieve the same visual affect as original construction.

C. The Work of this project is Re-roofing of Bell Tower and related work.

1. The following will be Restored:
   a. Masonry Walls at Bell Tower (limited area)
   b. Wood Louvers and selected window(s) at Bell Tower (see Alternates)

D. Do not disturb or damage sound original material which is in place or is found on site. Exercise extreme care in removing historic elements and materials of any kind attached to historic elements that are indicated to remain. Do not remove material designated to remain without advising the Owner of the necessity to do so, and receiving permission.

E. Repair versus Replacement-in-Kind: The Secretary of the Interior’s Standards require that “deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new materials should match the material being replaced in composition, design, color, texture, and other visual qualities”.

F. Replacement with Compatible New Materials: The Secretary of the Interior’s Standards require that substitute materials should only be used in limited circumstances, and only when appearance and properties of the historic material can be closely matched without damage to the remaining structure. The substitute material must be compatible with the historic material in appearance. The physical properties of the substitute material must be similar to those of the historic material or the substitute material must be installed in a manner that tolerates differences.

1.3 - DEFINITIONS
A. Historic (building, structure or site): A building or site listed on the State or National Register of Historic Places.

B. Historic Nature: A building, structure or site that would qualify as historic according to the guidelines affecting nominations to the National Register of Historic Places.

C. Preservation: the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property.

D. Qualified Subcontractor: Employ as a subcontractor only a “specialist” firm for Work designated as requiring qualified subcontractors.

E. Rehabilitation: the act or process of making possible a compatible use for a property through repair, alterations and additions while preserving those portions or features which convey its historical, cultural or architectural values.

F. Restoration: the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

G. Reconstruction: the act or process of depicting by means of new construction the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

H. Specialist: an individual or firm, acting as the General Contractor or as a Qualified Subcontractor, of established reputation for performance of work of highest quality, or if newly organized, whose personnel have previously established a similar reputation in the same field, which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, moving items required by the Contract, or otherwise performing work required by the Contract. The specialist must demonstrate not less than five years successful experience in comparable slate repair and restoration timber framing and masonry restoration work. Firms that do not meet this criteria will not be considered as qualified in the sole judgment of the Owner.

1.4 - QUALITY ASSURANCE

A. The Work of the General Contractor shall be performed by a “Specialist” or “Specialty Contractor” as defined herein, who shall demonstrate by previous experience, experience coordinating, constructing and managing projects demonstrating:

1. Work on historic buildings or buildings of historic nature involving selective demolition, preservation, rehabilitation, restoration or reconstruction of similar nature and extent of Work described in the Contract Documents.
Determination of the acceptability of the qualifications of the Bidder to do the Work of the Contract shall be at the sole discretion of the Owner.

B. The Work of the General Contractor shall be managed by an experienced project manager who shall demonstrate by previous experience, experience coordinating, constructing and managing projects demonstrating:
   1. Work on historic buildings or buildings of historic nature involving selective demolition, preservation, rehabilitation, restoration or reconstruction of similar nature and extent of Work described in the Contract Documents.

C. The Work of the following Sections shall be performed by a ‘Specialist’ or “Specialty Contractor” as defined herein, who shall demonstrate previous trade experience, and in-service performance, with minimum five year’s experience, on a minimum of three projects / sites, of similar scope and size to the work of this project. These include:

   1. Masonry Restoration - Section 04 01 20
   2. Carpentry – Section 06 10 00.
   3. Sheet Metal Flashing & Trim - Section 07 60 00

Refer to each Technical Specification Section for specific qualification and experience requirements related to each trade. The technical specification sections may contain additional experience requirements which are in addition to those listed above.

Determination of the acceptability of the qualifications of a proposed “Specialist” or “Specialty Contractor” to do the Work listed above shall be at the sole discretion of the Owner.

D. ‘Specialist” or ‘Specialty Contractor” shall provide sufficient workmen and supervisors who shall be present at all times during the execution of the portion of the Work, and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

E. Where the Contract Specifications require work by a “Specialist” or “Specialty Contractor”, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, an individual or firm who will perform such work under the manufacturer’s direct supervision; further,

   1. Each mechanic assigned to the work must demonstrate previous successful experience in each of the operations to which he/she is assigned. Mechanics whose work does not meet the standards as established by project requirements or mockups, will not be permitted to perform that operation.

1.5 - MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during building demolition remain Owner's property.
Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.6 - SUBMITTALS

A. Submit Contractor’s / Project Manager’s / Subcontractor’s/Lead Mechanic’s qualifications to do the Work of this project with the Bid. Failure to do so will be grounds for rejection of the Bid.

END OF SECTION 01 00 00
PART 1 - GENERAL

1.1 DESCRIPTION

A. Related work specified elsewhere.

1. The General Conditions, Article 1.3, state that the Contract Documents are complementary.
2. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
3. See Section 01 20 00 for complete description of Unit Prices and Allowances.
4. See Section 01 23 00 for complete description of Alternates work.
5. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.
6. Material, Equipment and Workmanship Standards are specified in 01 60 00.

B. The following brief summary of the Work at the Bell Tower includes but is not limited to the following:  [See all Construction Documents for complete description of the Work.]

1. Structural Repairs:
   a. Repair roof structure and floor structures according to structural drawings.
   b. Work includes framing modifications for modified hatch locations.

2. Reroofing
   a. At the Roof and Belfry levels, remove all layers of existing roofing from roof deck and up. Assume that roofing materials and flashings contain asbestos.
   b. Remove all drain inserts from through-wall terra cotta scupper pipe. Remove elastomeric and other coatings at chimney: clean and/or grind masonry surfaces to provide a sound substrate free from residue of any material that may inhibit adhesion.
   c. Install new fluid-applied roof system and metal counterflashing at Belfry and Roof (Levels 3 & 4). Coordinate flashing and counterflashing with new built-in and thru-wall flashings (Levels 3 and 4, respectively).
   d. Install new access hatches at Levels 3 and 4.
   e. Install new drain insert overflow drain at roof.

3. Masonry Restoration
   a. Cut and point all stone masonry joints on the Bell Tower in the locations marked on the drawings, including exterior of wall and ‘interior’. Match color and shape of original grapevine joints on exterior of wall.
   b. Remove and salvage stone from through-wall flashing to top of parapet. Install new lead through-wall flashing and reinstall stone at parapet. Note irregular stone coursing.
   c. Remove and replace existing built-in lead flashing.
   d. Remove or cut off the abandoned through-wall scupper at the east side of the parapet, and cap the opening.
4. Restoration Carpentry
   a. Replace-in-kind existing painted wood louvers at Belfry. Coordinate work with new metal weather infiltration conductor troughs.
   b. Restore or replace deteriorated painted wood window(s) as indicated (see Alternates).

C. The project documents require that the work of this contract be performed during warmer weather and generally between May 1st and October 15th. All work must be completed by October 15, 2019.

END OF SECTION 01 01 00
PART 1 – GENERAL

1.1 – RELATED WORK SPECIFIED ELSEWHERE

1.2 - DESCRIPTION

A. This section includes general project conditions.

1.3 - PROJECT CONDITIONS

A. The Church will conduct regular services and will be intermittently occupied during the period in which the work will be conducted; avoid interference with use of buildings and interruption of access to, and egress from, all doors. Cooperate with Owner and Design Professionals in arranging work operations to cause least possible inconvenience to the Owner.

B. Schedule limitations include the following:

C. Deliveries to be made to the job site between 7 AM and 4 PM, or as approved by the Owner.

D. Take precautions to prevent accidents due to physical hazards:
   1. Provide barricades, warning lights or signs as required to inform personnel and the public of the hazard being protected against.
   2. Safety barricades: Comply with regulations.
   3. Provide temporary walkways where walking surfaces are hazardous.

E. Take care to prevent pollution of air, water and soil.
   1. Comply with environmental protection regulations.
   2. Do not dump contaminants in areas that will result in contamination of waterways.
   3. Control windblown dust and nuisance to neighbors.
   4. Dispose of all runoff water from Work operations by legal means and in a manner which prevents environmental contamination.
   5. Provide all environmental controls required by governing agencies.

F. Protect existing property indicated to remain including:
   1. Existing building elements including, but not limited to, building walls, glazing, doorways, steps, walkways, site lighting, mechanical / electrical system, interior finishes.
   2. Existing property, as indicated on the drawings.

G. Do not use tools or equipment which produce harmful levels of noise.

H. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and...
public nuisances.

I. Keep public streets free from debris due to this work.

J. Conduct construction operations so that no part of the work and no part of the existing Construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.

K. Conduct construction operations so that waste of power, water and fuel is avoided.

L. Install products only during environmental conditions that will ensure the best possible results.

END SECTION 01 07 00
Catherine Smith, Commissioner
Department of Economic and Community Development
The State Historic Preservation Office
Administered by:

Governor Ned Lamont
The Honorable
State of Connecticut

Preservation means jobs in your community.

STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT

BELLO TOWER REROOFING & RELATED WORK
BID SET
JANUARY 11, 2019

NHC PROJECT NO. 17001.00

CONSTRUCTION SIGN

[Contractor name here]
BPD Roof Consulting, Inc
Architect
PROJECT SPONSORS
Nelson Edwards Company Architects, LLC
Stony Creek Church

The State Historic Preservation Office has awarded a matching grant-in-aid from Connecticut’s Historic Preservation Fund. The Bell Tower Reroofing and Related Work at the Stony Creek Church, which is listed on the National Register of Historic Places, is funded by a matching grant. The project is not meant and shall not be taken to mean that the State Historic Preservation Office or the State of Connecticut endorses or promotes religious worship of any kind or to promote the symbols of any religion.
PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE
A. The General Conditions, Article 1.2.3, state that the Contract Documents are complementary.
B. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
C. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.
D. General Material, equipment and workmanship standards are specified in Section 01 60 00.

1.2 DESCRIPTION
A. The Owner may elect, by written authorization, to accept the following additional items of work. Prices for alternate items shall not increase by any change in material prices, wage rates, or any other escalatory factors. Alternate prices are all inclusive, including labor, material, supervision, tools, equipment, insurance, fringe benefits, overhead, profit, applicable taxes, engineering, layout, fabrication, freight, delivery, hoisting, storage, coordination and all other things necessary for a complete job.

1.3 SCHEDULE OF UNIT PRICES
A. The following is a description of the Unit Price Items
1. Unit Price 1: Labor and materials to prepare and install per Linear Foot:
   Section 04 01 20 – Masonry Restoration
   Stone to stone repointing.
2. Unit Price 2: Labor and materials to prepare and install per Linear Foot:
   Section 04 01 20 – Masonry Restoration
   Spot fill voids at rubble interior.
3. Unit Price 1: Labor and materials to prepare and install per Square foot:
   Section 04 01 20 – Masonry Restoration
   Brick repointing.

1.4 COSTS INCLUDED IN UNIT PRICES
A. Cost of product to Contractor or Sub-contractor, less applicable trade discounts.
B. Delivery to site.
C. Product handling at site, including unloading, uncrating and storage.
D. Protection of products from elements and from damage.
E. Labor for installation and finishing.
F. Other expenses required for proper and complete installation.
G. Contractor overhead and profit.

1.5 COSTS INCLUDED IN ALLOWANCES

A. Lump Sum Allowances as described in the individual sections shall be included in stipulated sum bid submitted by the Contractor.
B. The Allowance sum specified does not include the General Contractor’s overhead, profit or installation cost. Include such costs in the stipulated sum for the bid.

1.6 ADJUSTMENT OF COSTS

A. Cost for Unit Price Work less than or greater than identified units in Base Bid will be adjusted by Change Order.

END OF SECTION 01 22 00
PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. The General Conditions, Article 1.2.3, state that the Contract Documents are complementary.

B. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.

C. Section 01 22 00 – Unit Prices & Allowances

D. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.

E. Material, Equipment and Workmanship Standards are specified in 01 60 00.

1.2 DESCRIPTION

A. The Owner may elect, by written authorization, to accept the following additional items of work. Prices for alternate items shall not increase by any change in material prices, wage rates, or any other escalatory factors. Alternate prices are all inclusive, including labor, material, supervision, tools, equipment, insurance, fringe benefits, overhead, profit, applicable taxes, engineering, layout, fabrication, freight, delivery, hoisting, storage, coordination and all other things necessary for a complete job.

1.2 SCHEDULE OF ALTERNATES

Alternate No. 1: Remove from the Scope of Work repairs to Level 1 framing as identified on A300 and S100.

Alternate No. 2: Add to the Scope of the work: tapered insulation to the roof system to achieve a slope of ¼” per foot to the roof drain [in the event that the existing roof deck is not adequately sloped to drain].

Alternate No. 3: Add to the scope of the work: Performance and Payment Bond

Alternate No. 4: Add replacement of exterior I-beam shown on drawing S100.6. Note that replacement of interior I-beam is included in base price.

Alternate No. 5: Add the following at Window No. A1: Restore & repaint frame & sill; reconstruct missing sash to match existing, including lead came glazing. See Section 06 20 13 Restoration Carpentry.

END OF SECTION 01 23 00
PART 1 - GENERAL

1.1 – RELATED WORK SPECIFIED ELSEWHERE

A. The General Conditions A201, Article 1.3, state that the Contract Documents are complementary

B. See General Conditions A201 ¶ 3.5.1. for Contractor Warranty. Material, equipment, or other special warranties are identified in respective technical sections.

C. Alternates are specified in Section 01 23 00.

D. Submittals required to be submitted with Proposal are identified in Section 00 21 16 Instructions to Proposers.

D. See Divisions 2-32 for submittals related to the work of this Contract.

E. See 01 33 01 for LOA-CADD Electronic File Transfer

1.2 – SUBMITTALS

A. Label submittals with name of job and year.

B. If general product data or brochures are submitted, clearly identify items applicable to the particular Project.

C. Submittal Procedure:

1. Submit to Architect submittals required by the Conditions of the Contract, Divisions 2 through 32.

1.4 - SCHEDULE OF SUBMITTALS

A. The following list of required submittals is for the convenience of those concerned with the Project. It is not necessarily a comprehensive list of all required submittals. The Architect suggests that this schedule be used as a checklist, with submittals being checked off and dated as they are submitted and approved.

1. Submittals Due with Bid
See 00 21 16 Instructions to Proposers, paragraph 1.9

2. Submittals Due Before Start of Work:
   a. Updated construction Schedule
   b. Schedule of Values
3. Submittals Due During Progress of the Work

a. Weekly Reports
b. Construction Photographs
   1. Photographs shall include, as appropriate, overall site views, and details of construction areas, including underground utilities. Photographs to show work in progress. In addition, submit photographs showing damage, before construction starts, to portions of the building, site, adjoining buildings and sites which Contractor wishes to document. Submit at least five photographs before construction begins, five photographs per week, and five photographs at the time of substantial completion. Photographs to be labeled with view and date.

c. Submittals required by each specification section, including, but not limited to:

   - **Section 04 51 00 Masonry Restoration**: Product Data for each type of product indicated.
   - **Section 04 51 00 Masonry Restoration**: Sample of each type of sand, pigment, lime, cement.
   - **Section 05 50 00 Metal Fabrications**: Product Data for each type of product indicated.
   - **Section 05 51 33 Metal Ladders**: Product Data for each type of product indicated.
   - **Section 06 20 13 Restoration Carpentry**: Product Data for each type of product indicated.
   - **Section 06 20 13 Restoration Carpentry**: Samples of typical fasteners.
   - **Section 07 56 00 Fluid Applied Roofing**: Product Data for each type of product indicated.
   - **Section 07 60 00 Roof Flashing**: Product Data for each type of product indicated.
   - **Section 07 60 00 Roof Flashing**: Samples of each flashing material and fasteners.
   - **Section 08 03 52 Historic Wood Window Restoration**: Product Data for each type of product indicated.

4. Submittals Due Before Substantial Completion

   a. Notice that work is substantially complete, with list of items requiring completion or correction.
   b. Warranties.
5. Submittal Due Before Final Inspection
   a. Notice that work is ready for final inspection and that all “punch-list” work has been completed.

6. Submittal Due before Final Payment
   a. Contractor’s Lien Waiver Affidavit.
   b. Record Documents and Photograph

7. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   a. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
   b. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   c. Resubmittal Review: Allow 15 days for review of each resubmittal.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
      a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
      b. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual

B. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
      a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01).
Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of firm or entity that prepared submittal.
   g. Names of subcontractor, manufacturer, and supplier.
   h. Category and type of submittal.
   i. Submittal purpose and description.
   j. Specification Section number and title.
   k. Specification paragraph number or drawing designation and generic name for each of multiple items.
   l. Drawing number and detail references, as appropriate.
   m. Location(s) where product is to be installed, as appropriate.
   n. Related physical samples submitted directly.
   o. Indication of full or partial submittal.
   p. Transmittal number
   q. Submittal and transmittal distribution record.
   r. Other necessary identification.
   s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

C. Options: Identify options requiring selection by Architect.

D. Deviations: Identify deviations from the Contract Documents on submittals.

E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

END OF SECTION 01 30 00
PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. The General Conditions, Article 1.3, state that the Contract Documents are complementary.
B. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
C. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.
D. Material, equipment, and workmanship standards are specified in Section 01 60 00.

1.2 DESCRIPTION

A. Job Meetings

1. Pre-Construction: Attend pre-construction conference as scheduled by Architect. Attend such meeting with principal Subcontractors. During meetings discuss questions from Owner, Architect and Subcontractors who will perform the work.
2. Job Meetings: The Architect, during the course of the work, will schedule periodic job meetings. Attend job meetings with principal Subcontractors and with Subcontractors currently performing work. During meetings discuss questions from Owner, Architect, Contractor, and Subcontractors.
a. Periodic job meetings will occur once a week.
b. If possible, communicate questions from Subcontractors to Architect in advance of job meetings.
c. Contractor shall take job meeting minutes and distribute them at the following week’s job meeting.

B. Throughout the progress of the work, the contractor shall submit to the Architect weekly reports including the following:

1. Work intended to be performed during the next week.
2. Status of the work relative to estimated progress schedule.
3. Present and anticipated problems.
5. Questions requiring interpretation.
6. Claims for delays for preceding week, if any. Failure to report claims on this weekly report shall void such claims made at another time.
7. Work up to that date for which Change Orders are to be requested. Failure to report claims on this weekly report shall void such claims made at another time.
8. Materials and details to which the Contractor objects and which he does not intend to
follow, with reasons for objection and description of alternate materials and details which are proposed, if any.

9. Other information Contractor wishes to be in the record.

END SECTION 01 31 19
Dear [NAME],

At your request, NEC Architects, LLC and their consultants, GNCB Consulting Engineers, PC, (hereafter referred to as ‘the Design Team’) will provide to [NAME] electronic files for your convenience and use in the preparation of shop drawings related to the [PROJECT NAME], subject to the following terms and conditions:

Our electronic files are compatible with AutoCad 2017. The Design Team makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any other purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to the Design Team. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Design Team, our members, employees, agents or sub-consultants that my arise our of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The Design Team makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by the Design Team and the electronic files, the signed or sealed hard-copy construction documents shall govern. You are responsible for determining if any conflicts exist. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, the Design Team reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

The Design Team will furnish you electronic files of the following drawing sheets:
Under no circumstances shall delivery of the electronic files for use by you be deemed a sale, permission to modify, or permission for use on a project other than on the above-referenced project, or permission for use in any way other than as specified above. The Design Team makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Design Team be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

Nelson & Edwards Company Architects, LLC
ARCHITECT

1156 Main Street
Branford, CT 06405

____________________
BY

____________________
DATE

GNCB Consulting Engineers, PC
CONSULTING ENGINEERS

1358 Boston Post Rd, PO Box 802,
Old Saybrook, CT 06475

____________________
BY

____________________
DATE

END OF SECTION 01 33 01
PART 1 - GENERAL

1.1 - DESCRIPTION

A. Related work specified elsewhere.

1. The General Conditions, Article 1.2.3, state that the Contract Documents are complementary.
2. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
3. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.
4. Material, equipment and workmanship standards are specified in Section 01 60 00.

1.2 - REQUIREMENTS

A. This Project includes work that is affected by existing conditions. Existing conditions that may affect the work may be discovered during the progress of the Work. Make adjustments in the Work as required to accommodate existing conditions, as directed by the Architect. Where products are to be installed in existing construction, perform cutting, removal of old products, installation of new products, rebuilding of adjacent construction, and other operations as required.

1. Architect will issue prompt instructions when unanticipated conditions are encountered.
2. If unanticipated conditions are such as to impose a hardship on Contractor as interpreted by the Architect, such as faulty structure which must be rebuilt, Architect will issue Change Orders for approval by Owner. Work not in Contract Documents will not be ordered without Change Order for reasonable compensation.
3. Make adjustments in the Work, other than those described in (2) above, without additional compensation.

B. Cutting and Patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

1. Cutting and patching is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
2. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection, or installation processes is not considered to be cutting and patching: under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching.
C. Removals include disconnecting, physically relocating, or temporarily putting out of service existing items or assemblies which are in good condition, presently operating and otherwise functional at the time this work is conducted, with the intent of protecting and storing for subsequent reinstallation at or near the original location.

1. Salvageable products of demolition are not regarded as a removal.

1.3 - QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-deflection ratio. Prior to such work, obtain approval of Architect.

B. Visual Requirements: Do not cut and patch work exposed on the building’s exterior or in its occupied spaces, in a manner that would, in the Architect’s opinion, result in lessening the building’s aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patchwork. Replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

C. Confer with Owner and Architect if removals affect utility systems. Provide written notice 48-hours in advance of utility shutdowns.

PART 2 - EXECUTION

2.1 - INSPECTION

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

1. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

2. Investigate and confirm the location of concealed services. Make probe holes prior to substantial cutting.

2.2 - PREPARATION

A. Provide temporary support of work to be cut or removed. Review conditions with Owner’s Structural Engineer.

B. Cut, move, or remove items as necessary for access to Work; replace and restore at completion.
1. Protect other work during work of this Section to prevent damage. Provide protection from adverse weather conditions of that part of the project that may be exposed during cutting and patching operations.

2. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

C. Take precaution not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

D. Whenever possible, employ the installing mechanics for cutting or disassembly. When unavailable, use journeymen skilled in such work.

E. Make cuts neatly. Use saws wherever possible. Do not use percussion tools without prior approval.
   1. Do not overlap cuts or extend cut beyond the limit of the intended opening.

F. Remove material in easily handled units.

G. Layout cuts and prepare openings consistent with good installation practices. Plan for use of entire masonry units, full boards, or other whole components to facilitate restoration according to natural or customary joint lines.

H. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete; replace materials as specified for finished work.

I. Remove debris and abandoned items from area and from concealed spaces.

J. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.

K. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

2.3 - INSTALLATION

A. Install products as specified in individual Sections.

B. Installation shall be complete in all respects.

2.4 - TRANSITIONS

A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched
work shall match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and confer with Architect.

END OF SECTION 01 45 00
PART 1 - GENERAL

1.1 DESCRIPTION

A. Related Work Specified Elsewhere:

1. The General Conditions, Article 1.3, states that the Contract Documents are complementary.
2. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
3. Material, equipment, and workmanship standards are specified in Section 01 60 00.
4. Submittals are specified in Section 01 30 00.

1.2 SUBMITTALS

A. Submit means of anchorage of scaffold systems to existing buildings and outlined repair/replacement techniques upon removal.
B. Submit Access and Staging plans for Owner’s review prior to commencement of project.

1.3 CONSTRUCTION SIGN

A. Contractor to provide and install 28” x 48” x ¾” MDO-EXT-APA painted sign per requirements of the Connecticut Commission on Culture and Tourism. For sample of required sign and text, see Section 01 50 00. Sign to be located in consultation with Owner.
B. Erect no advertising or other signs except as required for safety and by law.

1.4 CONSTRUCTION OFFICE

A. Owner can provide building area for construction office for use by Contractor, Sub-contractors, Owner, Architect and Consultants.
B. Do not use the office for material storage.
C. Contractor to provide computer and project specific equipment.

1.5 TEMPORARY UTILITIES

A. Provide all temporary utilities required to carry out the Work, as follows:
1. Temporary electrical power and lighting may be taken from Owner’s existing power supply. Provide switches, fuses, electrical lines, and all other equipment required for temporary power and lighting. Use electrical power economically. If electrical power is used for temporary heating, reimburse Owner.

2. Power is available under the front porch and from the back of the building. Contractor is responsible for making all connections.

3. Owner’s existing Toilet facilities may be used by Contractor. Keep Toilet area clean. Provide tissue, soap and towels.

4. Water may be secured from Owner’s existing supply from sill cock at building exterior. Contractor is responsible for making all connections. Provide and maintain hoses. Turn water off when not in use. Use water economically.

1.6 TEMPORARY HEATING, HUMIDITY CONTROL, AND ENCLOSURE

A. Provide enclosure, heating, and humidity control as required on building exterior to maintain temperatures, humidity, and environmental protection specified throughout these technical specifications and as required to maintain progress of the Work according to approved schedule. Heating of interior space may be taken from Owner’s existing heating system.

B. Do not use open salamanders or other un-vented fuel-burning heaters. If heaters are to be used submit description, and use them only upon Architect’s written approval.

C. Do not use open salamanders or other heaters which emit visible smoke. Prevent discharge from un-vented heaters from contacting uncured masonry and concrete. Do not use un-vented heaters during finishing operations.

1.7 MATERIALS PROTECTION

A. Protect materials, both before and after their incorporation in the Work, as required to prevent damage from moisture, rain, dirt, cold, sunlight, and other harmful influences.

B. Do not deliver materials to the job until they can be protected properly.

C. If possible, store materials vulnerable to exposure inside building or other enclosure.

D. Follow recommendations of manufacturers and subcontractors for protection and storage. Minimum protection shall be as follows:

E. Materials requiring less thorough protection, such as cementitious materials, masonry units, metals, rough carpentry materials, shall be stored on level, well-drained storage area, under well-secured waterproof cover, off the ground, with provisions for ventilation.

F. Protect work which has been completed.
G. Replace work which becomes unfit for use or unsightly during construction. Replace broken glass and other broken products, both existing and new. Restore materials, equipment, and finishes damaged, soiled, or otherwise made unsightly during construction. Restore shop applied finishes according to manufacturer's recommendations. If finishes cannot be restored to new condition, replace damaged parts.

H. Before the Work begins observe building to ascertain the extent of damage which exists. Arrange with Architect to observe and record damage. Other means of recording damage, such as photographs and videotapes, may be used to accomplish the same purpose.

1.8 RECORD DOCUMENTS

A. Do not use record documents for construction purposes.

B. Label each record document "PROJECT RECORD" in 2" high printed letters.

C. Keep record documents current.

D. Do not permanently conceal any work until required information has been recorded.

E. Contract Drawings: Legibly mark to record actual construction.
   1. Locations of internal utilities and appurtenances concealed in construction.
   2. Field changes of dimension and detail.
   3. Changes made by Change Order or Field Order.
   4. Details not on original Contract Drawings.

F. Specifications and Addenda: Legibly mark up each section to record:
   1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
   2. Changes made by Change Order or Field Order.
   3. Other matters not originally specified.

G. Shop drawings: Maintain as record documents. Legibly annotate to record changes made after review.

H. Submit hard copy record documents (full scale prints on paper) to Architect at completion of Project.

1.9 USE AND PROTECTION OF BUILDING AND SITE

A. Owner will need access to the Church during Work period. Do nothing to make such access inconvenient or difficult. Cooperate with Owner and Architect in arranging construction operations to cause least possible inconvenience to Owner.
B. Confine construction operations to minimum reasonable area. Restore those portions of site damaged by construction operations. Restoration shall include the following:

1. If areas were formerly covered with grass, perform seeding and maintenance as directed by Architect.
2. In other cases, proceed as directed by Architect to restore site as nearly as possible to original condition or better.
3. See Section 01 07 00 – Project Conditions, paragraph 1.2G.4 regarding restoration of bluestone walkways damaged by construction operations.

C. No smoking is allowed in School Buildings.

1.10 MAINTENANCE AND PROTECTION OF OWNER'S PROPERTY AND SERVICES
A. Provide temporary dust proof, fire resistive, weather tight enclosures covering portions of existing building near which Work is being performed. Such enclosures shall protect Owner's personnel, operations, and equipment from exposure and prevent interruption or interference with Owner's personnel, operations, and equipment. Do not remove enclosure until approved by Architect.

B. Protect Owner's personnel, equipment, and operations from dust and mechanical injury. Surround such construction operations as cutting, grinding, and demolition with dust proof, non-flammable curtains or partitions. If Owner's areas and equipment become dirty, immediately cooperate with Owner in cleaning equipment, on an overtime basis if necessary.

C. Protect all parts of existing buildings from damage, both functional and visual.

D. Provide temporary runners, boot mats, and other temporary equipment to minimize dirt in portions of building.

E. Cooperate with Owner and Architect in avoiding disturbance to Owner's operations. Arrange for major deliveries and removal during hours when Owner's facilities are not in use, or as approved by Owner.

F. If overhead electrical lines are near work areas, have electrical lines fitted with insulating sleeves by local utility company and take other precautions for safety as specified in General Conditions. Pay utility company charges for sleeves and their removal.

G. Maintain suitable fire protection equipment. Train workmen in use of fire protection equipment, and assign responsibility for reporting fires and performing first aid fire fighting.

H. Maintain electric service, water service, gas service, and other services which affect existing building and its operations. If disconnection is necessary, coordinate with Owner. If necessary, perform work when Owner's operations are not scheduled.

I. Arrange and maintain temporary facilities so as not to encumber walks, drives, roads, and ways of access and egress. Maintain safe access and egress for Owner to carry on full use of building in accordance with codes. Clear ice and snow from access and egress ways in construction area. If required for access and egress, construct temporary stairs, walks, and other structures.
J. Conform to security regulations of Owner. Restrict construction personnel to areas of building where construction is going on.

K. Do not make noises above 70 decibels measured 10' from the source of the noise.

END OF SECTION 01 50 00
PART 1 - GENERAL

1.1 – RELATED WORK SPECIFIED ELSEWHERE
A. The General Conditions, Article 1.3, state that the Contract Documents are complementary.
B. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
C. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.

1.2 - GENERAL STANDARDS APPLICABLE TO ALL SPECIFICATIONS SECTIONS
A. These provisions, standards, and tolerances shall apply to all work under this Contract. Where stricter standards and tolerances are specified elsewhere in these Specifications or in references specified in these Specifications, they shall take precedence over these standards and tolerances.
D. Build and install parts of the Work level, plumb, square, and in correct position unless specifically shown or specified otherwise.
   1. No part shall be out of plumb, level, square, or correct position so much as to impair the proper functioning of the part or the Work as judged by the Architect.
   2. No part shall be out of plumb, level, square, or correct position so much as to impair the aesthetic effect of the part or the Work as judged by the Architect.
   3. The following tolerances shall apply to plane surfaces unless stricter tolerances are specified or are general standards of the applicable trade. Consult Architect for applicability of these tolerances before beginning work.
      a. No point in the plane surface shall be out of correct position by more than 1/4”.
      b. No 12” long straightedge, tangent to the plane surface, shall vary from the plane surface by an angle greater than 1/2” in 12’ (.20°).
      c. There shall be no space exceeding 1/32” between any 12” long straightedge and the plane surface.

E. Make joints tight and neat. If such is impossible, apply moldings, sealant, or other joint treatment as directed by the Architect.
F. Under potentially damp conditions, provide galvanic insulation between different metals which are not adjacent on the galvanic scale. The galvanic scale is as follows. In general the lower metals will corrode in contact with higher metals. If it is difficult to provide galvanic insulation request instructions from Architect.

   Monel
   Copper
Stainless steel
Lead
Tin on steel
Galvanized iron or steel
Zinc
Aluminum

G. All fasteners used by all trades shall be as follows:

1. Fasteners for other carpentry on the exterior or in potentially damp locations shall be stainless steel, aluminum, or double hot dip galvanized steel.
2. Fasteners for copper, brass, and bronze in all locations and under all conditions shall be copper, brass, or bronze.
3. Fasteners for stainless steel in all locations and under all conditions shall be stainless steel.
4. Fasteners for aluminum shall be stainless steel or aluminum where exposed to view and stainless steel, aluminum, or double hot dip galvanized steel where not exposed to view.
5. Fasteners for ferrous metals shall be galvanized or stainless steel.
6. Fasteners for other materials on the exterior, embedded in exterior walls, at the roof, and other places where dampness and corrosion can reasonably be anticipated shall be one of the types specified above.
7. If corrosion-resistant fasteners are not available, or if Contractor wishes to substitute other fasteners with equivalent corrosion protection, notify Architect. Architect will direct alternative protection.
8. Suggested sources for stainless steel and other corrosion-resistant fasteners:
   a. Double hot dip galvanized fasteners: Maze Nails, 100 Church Street, Peru, Illinois 61354. (815) 223-8290.
   c. Corrosion-resistant nails: Clendenin Brothers, 4309 Erdman Avenue, Baltimore, Maryland 21213. (410) 327-4500.
   d. Stainless steel fasteners: Manasquan Premium Fasteners, P.O. Box 669, Allenwood, N.J. 08720. (908) 528-6809.

H. Apply protective finish to parts of the work before concealing parts. For example, paint corrodible mounting plates before installing parts over them.

1. Paint aluminum embedded in masonry with bituminous paint.
2. Paint other concealed materials and products with same primer and finish specified for exposed surfaces. If concealed materials are fully covered, primer alone is sufficient unless specified otherwise.
3. Concealed products which are already corrosion protected need not be protected further unless specified otherwise.

I. Manufacturers, subcontractors, and workmen shall be experienced and skillful in performing the work assigned to them.

J. Verify critical dimensions in the field before fabricating items which must fit adjoining construction.

K. Where accessories are required in order to install parts of the Work in usable form and to make the Work perform properly, provide such accessories. If special tools are required to maintain, adjust, and repair products, provide them.

L. All paint used on all products shall conform to A.N.S.I. Z66.1, *Specifications for Paints and Coatings Accessible to Children to Minimize Dry Film Toxicity*.

M. Follow manufacturers' instructions for assembling, installing, and adjusting products. Where manufacturers' instructions conflict with Contract Documents, request interpretations from Architect and follow his/her interpretations. Do not install products in a manner contrary to the manufacturer's instructions unless authorized in writing by the Architect.

N. All warranties, guarantees, commence on the date of Substantial Completion of the Work or of the item being guaranteed, whichever is later, so that Owner receives full use of the item for the guarantee or warranty period.

O. This Project includes work which is affected by existing conditions. Existing conditions which may affect the work may be discovered during the progress of the Work. Make adjustments in the Work as required to accommodate existing conditions, as directed by the Architect. Where products are to be installed in existing construction, perform cutting, removal of old products, installation of new products, rebuilding of adjacent construction, and other operations as required.

1. Architect will issue prompt instructions when unanticipated conditions are encountered.

2. If unanticipated conditions are such as to impose a hardship on Contractor as interpreted by Architect, such as faulty structure which must be rebuilt, Architect will issue Change Orders for approval by Owner. Work not in Contract Documents will not be ordered without Change Order for reasonable compensation.

3. Make adjustments in the Work, other than those described in #2 *(above)*, without additional compensation.
P. The Drawings do not attempt to show every item of existing work to be demolished and every item of repair required to existing surfaces. Perform work required to remove existing materials which are not to be saved and to restore existing surfaces to condition equivalent to new as judged by Architect. If possible, repairs shall be indistinguishable from adjacent sound surfaces, as required by the Technical Specifications for the Work of this Contract.

Q. All materials and equipment shall comply with the Occupational Safety and Health Act, including all amendments.

R. All materials and equipment shall conform to the requirements of authorities having jurisdiction regarding not using or installing asbestos or asbestos-containing materials.

S. All paint materials and other materials shall conform to the requirements of authorities having jurisdiction regarding volatile organic compounds. To the best of Architect's knowledge "VOC" regulations do not apply to work in Connecticut at the date of preparation of the Contract Documents. If such regulations are implemented in such a way as to apply to this Contract, and if such implementation imposes additional costs on Contractor, submit a request for a Change Order before performing work affected by such regulations.

1.3 - GENERAL WORK TO BE PERFORMED AS PART OF GENERAL CONSTRUCTION

A. Seal cracks and openings to make exterior skin of building tight to water and air entry. If methods of doing so are not specified, notify Architect, and proceed as directed by him.

B. Provide adequate blocking, bracing, nailers, fastenings, and other supports to install parts of the Work securely. Blocking, bracing, nailers, fastenings, and other supports shall be of a type not subject to deterioration or weakening as the result of environmental conditions or aging.

C. Perform cutting and patching required for all trades. Workmen who perform cutting and patching shall be skilled in such work.

D. The warranty period applies to work not performed in accordance with the Work specifications. It does not apply to “Acts of God.”

1.4 - REFERENCE STANDARDS

A. Unless date is listed, reference to specifications and standards shall mean latest edition of such specifications and standards published at date of Proposal Documents, with all applicable amendments.
B. Reference to technical societies and organizations is made in the Project Manual according to the following abbreviations. Periods between letters may be omitted without changing the meaning.

A.M.A. American Architectural Manufacturers Association
A.I.A. American Institute of Architects
A.C.I. American Concrete Institute
A.I.E.E. American Institute of Electrical Engineers
A.I.S.C. American Institute of Steel Construction
A.I.S.I. American Iron and Steel Institute
A.N.S.I. American National Standards Institute
A.P.A. American Plywood Association
A.S.M.E. American Society of Mechanical Engineers
A.S.T.M. American Society for Testing and Materials
A.W.I. Architectural Woodwork Institute
A.W.S. American Welding Society
C.G.S.B. Canadian General Standards Board, Technical Information Unit
F.S. Federal Specification
N.B.S. See N.I.S.T. below.
N.E.C. National Electrical Code
R.M.A. Rubber Manufacturers Association
S.I.G.M.A. Sealed Insulating Glass Manufacturers Association
S.S.P.C. Steel Structures Painting Council
U.L. Underwriters Laboratories, Inc.

Form 816 Connecticut State Department of Transportation Standard Specification for Roads, Bridges, and Incidental Construction. These standards shall apply to materials and workmanship, not to basis of payment.

1.5 - APPLICABILITY

A. The requirements of this section are intended for use in General Construction. Not all of the requirements apply to the Work of this project and are superseded by specific requirements found in the individual Sections of this Specification.

END OF SECTION 01 60 00
PART 1 - GENERAL

1.1 - DESCRIPTION

A. Related Work Specified Elsewhere:

1. The General Conditions, Article 1.3, state that the Contract Documents are complementary.
2. Special Considerations and Procedures for Historic Properties are specified in Section 01 00 00. Cooperate in ensuring adequate protection.
3. Construction Facilities and Temporary Controls are specified in Section 01 50 00. Cooperate in ensuring adequate protection.
4. Material, equipment, and workmanship standards are specified in Section 01 60 00.

PART 2 – PRODUCTS: NOT USED

PART 3 – EXECUTION

3.1 – CLEANING

A. The General Conditions require that the Work be kept clean on a daily basis. In addition to cleaning required by the General Conditions, clean the Work completely so that, at the time of Substantial Completion, the Work is fully ready for use without further cleaning. Such cleaning shall include the following:

1. Remove dirt, dust, stains, fingerprints, and other soil from surfaces.
2. Clean site, and clean up debris off site which results from construction operations.
3. Clean equipment (such as lighting fixture).

B. When workmen perform work after substantial completion, clean up immediately afterwards.

C. If surfaces cannot be restored to condition equivalent to new by cleaning, refinish or replace them as directed by Architect.

END OF SECTION 01 71 00
PART 1 - GENERAL

1.1 SUMMARY
   A. Section includes historic treatment work consisting of cleaning and repointing stone masonry joints, and partial rebuilding of parapet wall with new through-wall flashing.
   B. Related Requirements:
      1. Section 01 00 00 – Special Considerations & Procedures for Historic Properties
      2. Section 00 21 16 – Instructions to Proposers, for qualifications.

1.2 UNIT PRICES
   A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

1.3 DEFINITIONS
   A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm

1.4 PREINSTALLATION MEETINGS
   A. Preinstallation Conference: Conduct conference at Project site.
      1. Review methods and procedures related to repointing historic stone masonry.

1.5 SUBMITTALS WITH BID
   A. Refer to Section 00 21 16 Instructions to Proposers.

1.6 ACTION SUBMITTALS
   A. Product Data: For each type of product.
   B. Samples: For each exposed product and for each color and texture specified.

1.7 QUALITY ASSURANCE
   A. Historic Treatment Specialist Qualifications: A qualified historic masonry repointing specialist. Experience in pointing or repointing only new or nonhistoric masonry is insufficient experience for masonry historic treatment work. Specialist shall submit written evidence of successful
completion and successful in-service performance for a period of five (5) years of three (3)
projects of similar scope and size involving projects of comparable size, material, age,
construction type and character as the Stony Creek Church.

B. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors
on Project site during times that masonry restoration and cleaning are in progress. Supervisors
shall not be changed during Project except for causes beyond the control of restoration specialist
firm.

C. Restoration Mechanic Qualifications: Mechanics shall demonstrate experience and
specialization in restoration work of types they will be performing and who can execute for
equal to the standard established by field mock-ups.

D. Mockups: Prepare mockups of historic treatment on existing surfaces to demonstrate aesthetic
effects and to set quality standards for materials and execution.

1. Repointing: Rake out joints in two separate areas, each approximately 36 inches high by
48 inches wide for each type of repointing required and repoint one of the areas.

PART 2 - PRODUCTS

2.1 MORTAR MIX - CUSTOM PRE-PACKAGED

All mortar shall be custom pre-packaged by Edison Coatings, 3 Northwest Dr, Plainville, CT
06062 Phone: (860) 747-2220 or approved equal, in proportions according to paragraph 2.2D.

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by
volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in
a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together
before adding any water. Then mix again adding only enough water to produce a damp,
unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this
dampened condition for 15 to 30 minutes. Add remaining water in small portions until
mortar reaches desired consistency. Use mortar within one hour of final mixing; do not
retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter
specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10
percent by weight of the cementitious or binder materials, except for carbon black which
is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of
performance.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mixes: Mix mortar materials in the following proportions:
1. Pointing Mortar by Volume: ASTM C 270, Proportion Specification:
   - 1 part Portland Cement
   - 1 1/2 parts lime
   - 7 parts sand

2.2 MASONRY BIOLOGICAL CLEANING SOLUTION

A. D/2 Biological Solution
   1. D/2 Biological Solution shall be used. D/2 is biodegradable, pH neutral, and contains no chlorine or acids. Products containing chlorine or acids shall not be used. www.d2bio.com or call (917) 693-7441 for distributors.

PART 3 - EXECUTION

3.1 PROTECTION

A. Prevent mortar from staining face of surrounding stone and other surfaces.

B. Remove downspouts and associated hardware adjacent to immediate work area and store during stone repointing work. Reinstall when repointing is complete.
   1. Provide temporary rain drainage during work to direct water away from building.

3.2 REPOINTING STONEWORK

A. Rake out and repoint joints to the following extent:
   1. **At Exterior of Bell Tower**: All joints in work scope areas indicated.
   2. **At Interior of Bell Tower**: Joints with holes and missing mortar, in work scope areas indicated.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
   1. Remove mortar from joints to depth of **2-1/2 times the joint width**, but not less than **3/4 inch (20 mm)** or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than **2 inches (50 mm)** deep; consult Architect for direction.
   2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
   3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders without Architect's written approval based on approved quality-control program.

b. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar in bed joints and mortar in head joints by hand with chisel and resilient mallet.

c. If joint is saw cut only a single blade cut down the center of the joint shall be permitted. All other removal must be by hand. All ends of head joints shall be cut by hand. All inside corners shall be cut by hand.

D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.

E. Cleaning with Biological Cleaning Solution:

1. Apply D/2 solution to mortar joints after cutting and before pointing using the manufacturer’s recommended ‘No Scrub/No Rinse Method.
2. Follow manufacturer’s recommendations regarding temperature and precipitation.

F. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.

2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.

3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow it to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.

4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.

5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.

b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.

6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Remove mortar and repoint.
G. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

3.3 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.

1. Do not use metal scrapers or brushes.
2. Do not use acidic or alkaline cleaners.

END OF SECTION 040343
PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section includes the following:
   1. Aluminum access ladders
   2. Safety rails

B. Related work specified elsewhere:
   1. Fasteners and installation requirements used to attach ladders to structure are indicated on drawing S100.

1.2 REFERENCES

A. AA – Aluminum Association.
D. OSHA 1910.27 – Fixed Ladders.

1.3 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Product Data: Manufacturer's data sheets on each product.
C. Shop Drawings:
   1. Detail fabrication and erection of each ladder indicated. Include plans, elevations, sections, and details of metal fabrications and their connections.
   2. Provide templates for anchors and bolts specified for installation under other Sections.
   3. Provide reaction loads for each hanger and bracket.
D. Qualification Data:
   1. Refer to Quality Assurance provisions for submittal requirements evidencing experience, certifications and resources.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in producing aluminum metal ladders similar to those indicated for this Project.
   1. Record of successful in-service performance.
   2. Sufficient production capacity to produce required units.
   3. Professional engineering competent in design and structural analysis to fabricate ladders in compliance with industry standards and local codes.
B. Installer Qualifications: Competent and experienced firm capable of selecting fasteners and installing ladders to attain designed operational and structural performance.

C. Product Qualification: Product design shall comply with OSHA 1910.27 minimum standards for ladders.

D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
   1. Install ladder in area designated by Architect.
   2. Do not proceed with remaining work until workmanship and installation are approved by Architect.
   3. Rework mock-up as required to produce acceptable work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions by field measurement before fabrication.
   1. Established Dimensions: Where field measurements cannot be made without delaying the Work, indicate established dimensions on shop drawing submittal and proceed with fabrication.

1.7 WARRANTY

A. Manufacturer has responsibility for an extended Corrective Period for work of this Section for a period of 5 years commencing on the shipment date of the product against all the conditions indicated below, and when notified in writing from Owner, manufacturer shall promptly and without inconvenience and cost to Owner correct said deficiencies.
   1. Defects in materials and workmanship.
   2. Deterioration of material and surface performance below minimum OSHA standards as certified by independent third party testing laboratory. Ordinary wear and tear, unusual abuse or neglect excepted.
   3. Within the warranty period, the manufacturer shall, at its option, repair, replace, or refund the purchase price of defective ladder.

B. Manufacturer shall be notified immediately of defective products, and be given a reasonable opportunity to inspect the goods prior to return. Manufacturer will not assume responsibility, or compensation, for unauthorized repairs or labor. Manufacturer makes no other warranty, expressed or implied, to the merchantability, fitness for a particular purpose, design, sale, installation, or use, of the ladder; and shall not be liable for incidental or consequential damages, losses of or expenses, resulting from the use of ladder products.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: O’Keeffe’s, Inc.; 100 N Hill Drive, Suite 12, Brisbane, CA 94005. Toll Free Tel: (888) 653-3333. Tel: (415) 824-4900. Fax: (415) 824-5900. Email: info@okeeffes.com. Web: http://www.okeeffes.com, or approved equal.
B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 APPLICATIONS/SCOPE

A. Fixed Ladder Design:
1. Brackets as drawn.
2. Safety post (typical).

B. Fixed Access Ladder:
   a. Model 500 as manufactured by O’Keeffe’s Inc.

2.3 FINISHES

A. Mill finish. As extruded.

2.4 MATERIALS

A. Aluminum Sheet: Alloy 5005-H34 to comply with ASTM B209.

B. Aluminum Extrusions: Alloy 6063-T6 to comply with ASTM B221.

2.5 FABRICATION

A. Rungs: Not less than 1-1/4 inches (32 mm) in section and 18–3/8 inches (467 mm) long, formed from tubular aluminum extrusions. Squared and deeply serrated on all sides.
   1. Rungs shall withstand a 1,500 pound (454 kg) load without deformation or failure.

B. Channel Side Rails: Not less than 1/8 inch (3 mm) wall thickness by 3 inches (76 mm) wide.

C. Ladder Safety Post: Retractable hand hold and tie off.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Coordinate anchorages. Furnish setting drawings, templates, and anchorage structural loads for fastener resistance.

B. Do not begin installation until supporting structure is complete and ladder installation will not interfere with supporting structure work or roofing work.

C. If supporting structure is the responsibility of another installer, notify Architect of unsatisfactory supporting work before proceeding.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction.

3.3 PROTECTION
A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 05 51 33
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Replacement-in-kind of exterior painted wood louvers and related work.
   2. Restoration of one casement window, including frame.
   3. Under Alternate, restoration of second casement window, including reconstruction of missing sash.

B. Related Requirements:
   1. Section 00 21 16 Instructions to Proposers, for required qualifications.
   2. Section 01 00 00 Special Considerations & Procedures for Historic Properties.
   3. Section 01 23 00 Alternates
   4. Section 07 60 00 Flashing and Sheet Metal for weather infiltration conductor troughs
   5. See Structural drawings for Rough Carpentry and roof sheathing.

1.2 SUBMITTALS WITH BID

A. Refer to Section 00 21 16 Instructions to Proposers, paragraph 1.9.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.
B. Samples: For each type of product involving selection of colors, profiles, or textures.
C. Shop drawings

1.4 INFORMATIONAL SUBMITTALS

A. Compliance Certificates:
   1. For lumber that is not marked with grade stamp.
1.5 QUALITY ASSURANCE

A. Restoration Carpentry: Work shall be performed by a firm not having less than five years successful experience in comparable restoration projects and employing personnel skilled in the processes and operations indicated and required.

B. Each mechanic assigned to the work of this Section must demonstrate previous successful experience in each of the operations to which he is assigned. Mechanics whose work does not meet the standards as established by the project mock-ups will not be permitted to perform the work of this Section.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20.

1. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.

   a. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.

2.2 BELFRY LOUVERS

A. Intent:

1. To replace-in-kind the existing wood louvers while incorporating additional weather-excluding features at the interior.

B. Lumber:

1. Species and Grade: Western red cedar, Clear Heart VG (Vertical Grain); NLGA, WCLIB, or WWPA.

C. Coatings:

1. Apply paints according to manufacturer’s written instructions and recommendations in “MPI Manual.”

   a. Primer: Benjamin Moore Exterior Wood Alkyd Primer 094
   c. Finish Coat: Benjamin Moore Aura Low Lustre Finish 634.

2. For all surfaces including concealed surfaces, apply full paint system.

D. Bird Mesh

1. 1/2” stainless steel, marine grade mesh T316 Welded .047”

   a. Manufacturer: TWP Inc., 2831 Tenth Street, Berkeley, CA 94710 USA; Ph (800) 227-1570; https://www.twpinc.com/
b. Or equal

E. Coordination:
1. Coordinate work with sheet metal weather infiltration conductor troughs.

2.3 EXTERIOR TRIM

A. Lumber Trim:
1. Western red cedar, Clear Heart VG (Vertical Grain); NLGA, WCLIB, or WWPA.

2.4 WINDOW RESTORATION

A. Prepare Window
1. Disassemble window; remove and dispose of debris.
2. Weatherproof opening.
3. Prepare and clean work area in safe manner per state and federal regulations.

B. Repair and Replacement of Deteriorated Window Material
1. Replace deteriorated wood sill and framing members.
2. Match existing profiles.
3. Lumber:
   a. Western red cedar, Clear Heart VG (Vertical Grain); NLGA, WCLIB, or WWPA.

C. Rehabilitate Sash
1. Strip, sand, and prepare sash using asbestos-safe procedures.
2. Restore or replace deteriorated window parts with epoxy paste wood fillers and epoxy consolidation, or with Dutchmen of same species.
3. Remove all deteriorated glazing putty and replace with new
   a. Glazing Putty: Putty is to be best quality pure linseed or soybean oil.
4. Rout channels to accept weather stripping.
5. Paint exterior and interior of sash to match existing.
6. Replace broken or cracked glass to match existing.
7. New hardware to match existing, or salvage and restore existing hardware.

D. Reconstruct Missing Sash (See Alternates)
1. Reconstruct missing casement sash to match existing, including species, profile and lead came glass.

E. For all surfaces including concealed surfaces, apply full paint system.
1. Coatings:
   a. Apply paints according to manufacturer’s written instructions and recommendations in “MPI Manual.”
      1) Primer: Benjamin Moore Exterior Wood Alkyd Primer 094
      2) Intermediate Coat: Benjamin Moore Aura Low Lustre Finish 634.
2. Finish Coat: Benjamin Moore Aura Low Lustre Finish 634.

F. Clean and seal window jambs
2.5 MISCELLANEOUS MATERIALS

A. Fasteners for Restoration Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
   1. For applications not otherwise indicated, provide type 316 stainless-steel fasteners.

B. Sealants: Single-component, Non-sag, Silicone Sealants for use as joint sealants:
   1. 790 Silicone Building Sealant, manufactured by Dow Corning Corporation.
   2. 890 Ultra Low-Modulus Silicone Sealant, manufactured by Pecora Corporation.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prime all surfaces of lumber and moldings to be painted, including both faces and edges, unless factory primed. Cut to required lengths and prime ends.

3.2 INSTALLATION, GENERAL

A. Install restoration carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
   1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

B. Fit exterior joints to exclude water. Cope at returns and miter at corners.

END OF SECTION 06 20 13
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Full tear-off of roof areas indicated. This includes both levels 3 and 4.
   2. Removal of base flashings.
   3. Removal of coatings from granite chimney cap.

B. Related Requirements:
   1. See Section 04 01 20 - Masonry Restoration for removal of through-wall flashings at Level 4 and for removal of built-in flashings at Level 3

C. Asbestos Containing Materials
   1. The roof has not been tested for asbestos. Assume that existing roofing and flashing materials contain asbestos.

D. Existing conditions:
   1. Test cuts have not been made. Assume removal of at least two roof systems at each level.
   2. Regarding the age of the roof, it appears that the most recent work at Level 4 was the end of 2007 / start of 2008. The roof(s) at level 3 are older and of unknown age.

1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

B. Full Roof Tear-Off: Removal of existing roofing system from deck.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Digital Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
1.5 QUALITY ASSURANCE

A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.

B. Reroofing Conference: Conduct conference at Project site

1.6 FIELD CONDITIONS

A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

PART 2 - PRODUCTS

2.1 INFILL AND REPLACEMENT MATERIALS

A. Use infill materials matching existing roofing system materials unless otherwise indicated.

2.2 AUXILIARY REROOFING MATERIALS

A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

A. Shut off rooftop utilities and service piping before beginning the Work.

B. Protect existing roofing system that is not to be reroofed.

C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs
specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

3.2 ROOF TEAR-OFF

A. General: Notify Owner each day of extent of roof tear-off proposed for that day.

B. Full Roof Tear-Off: Where indicated, remove existing roofing and other roofing system components down to the deck.
   1. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen, unadhered felts, and wet felts.
   2. Remove fasteners from deck.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of roofing system.

B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.

C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.4 BASE FLASHING REMOVAL

A. Remove existing base flashings. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.

B. Removal of existing metal counterflashings is specified in Section 04 01 20 Masonry Restoration.

3.5 REMOVAL OF COATINGS AT GRANITE CHIMNEY CAP

A. Clean and/or grind masonry surfaces to provide a sound substrate free from laitance and residue from bitumen, coal tar, primer, coatings, adhesives, sealer or any material that may inhibit adhesion of liquid applied roofing.

3.6 DISPOSAL

A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Transport and legally dispose of demolished materials off Owner's property.
END OF SECTION 07 01 50.19
PART 1 GENERAL

1.1 SUMMARY:

A. Section Includes:
   1. Preparation of Substrate to Receive Roofing Materials
   2. Tapered Roof Insulation (See Alternates)
   3. PMMA Roof Membrane Application
   4. PMMA Roof Flashing Application

B. Related Requirements
   1. Section 01 23 00 - Alternates
   2. Section 01 30 00 - Submittals
   3. Section 06 20 13 – Exterior Carpentry
   4. Section 07 05 50.19 – Preparation for Re-Roofing
   5. Section 07 60 00 – Roof Flashing

C. REFERENCE STANDARDS

References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.

ASTM American Society for Testing and Materials Philadelphia, PA
FM FM Global Norwood, MA
NRCA National Roofing Contractors Association Rosemont, IL
OSHA Occupational Safety and Health Administration Washington, DC
UL Underwriters Laboratories Northbrook, IL
ACI American Concrete Institute Hills, MI

1.2 SUBMITTALS

A. Installer Qualifications to be submitted with bid:
   1. Signed by roofing-system manufacturer, certifying that Roofing Installer complies with manufacturer’s requirements to install specified, warranted, roofing system.
   2. Sample Warranty: Copy of roofing-system manufacturer’s warranty, stating obligations, remedies, limitations, and exclusions.

B. Product Data: Roofing-system manufacturer’s literature, including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and application instructions.
1. Include temperature ranges for storage and application of materials, and special cold weather application requirements or limitations.

C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work; for details and fabrications not shown on Drawings.
   2. Tapered insulation, including slopes.
   3. Crickets, saddles, and tapered edge strips, including slopes.
   4. Proposed temporary, watertight, tie-off details for each substrate type.

D. Samples: 3-inch-by-4-inch samples, of color selected by Architect from Manufacturer’s range.
   1. Liquid membrane system including tape and fleece.
   2. Anti-skid granules.
   3. Cover board.
   4. Insulation.

E. Manufacturer Certificate: Signed by roofing-system manufacturer, certifying that roofing system complies with specified requirements.
   1. Written approval by membrane manufacturer for use and performance of membrane over specified board insulation, including that materials supplied for project comply with requirements of cited ASTM standards. Approval should also indicate materials are suitable for ASTM E108, Class 1A roof and meet specified wind uplift classification.
   2. Submit evidence of meeting performance requirements.
   3. Certify that materials are free of asbestos.

1.3 QUALITY ASSURANCE

A. Conduct pre-installation conference including manufacturer’s technical rep and Architect prior to Roof work.

B. Product Quality Assurance Program: Primary roofing materials shall be manufactured under a quality management system that is monitored regularly by a third party auditor under the ISO 9001:2000 audit process. A certificate of analysis for reporting/confirming the tested values of the actual material being supplied for the project will be required prior to project close-out

C. Agency Approvals: The proposed roof system shall conform to the following requirements. No other testing agency approvals will be accepted.

D. Project Acceptance: Submit a completed manufacturer's application for roof guarantee form along with shop drawings of the roofs showing all dimensions, penetrations, and details. The form shall contain all the technical information applicable to the project including deck types, roof slopes, base sheet and/or insulation assemblies proposed for installation. The form shall also contain accurate and complete information requested
including proper names, addresses, zip codes and telephone numbers. The project must receive approval by the membrane manufacturer, through this process, prior to shipment of materials to the project site.

E. Scope of Work: The work to be performed under this specification shall include but is not limited to the following: Attend necessary job meetings and furnish competent and full time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the roof membrane/flashing installation in accordance with this specification. Comply with the latest written application instructions of the manufacturer of the primary roofing products.

F. Local Regulations: Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.

G. Manufacturer Requirements: The membrane/flashing system manufacturer shall provide direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conduct a final inspection upon successful completion of the project.

1.4 GUARANTEE/WARRANTY

A. Roof Membrane Guarantee: Upon successful completion of the project, and after all post installation procedures have been completed, furnish the Owner with the manufacturer's ten year labor and materials membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount, and shall be issued at no additional cost to the Owner. This guarantee shall not exclude random areas of ponding from coverage.

B. Siplast Parapro ten year Roof Membrane Guarantee, or equal if using Soprema or Kemper products.

1.5 PRODUCT DELIVERY STORAGE AND HANDLING

A. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.

B. Storage: Store closed containers in a cool, dry area away from heat, direct sunlight, oxidizing agents, strong acids, and strong alkalis. Do not store resins at temperatures below 32°F (0°C) or above 85°F (29°C). Keep away from open fire, flame or any ignition source. Store in a well ventilated area. Resin products may autopolymerize at temperatures greater than 140°F.

C. Handling: Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Keep away from open fire, flame, or any ignition source. Vapors may form explosive mixtures with air. Avoid skin and eye contact with this material. Avoid breathing fumes when above the Threshold Limit Value (TLV). Do not eat, drink, or smoke in the application area.

D. Damaged Material: Any materials that are found to be damaged or stored in any manner other than stated above shall be automatically rejected, removed and replaced at the Contractor's expense.
1.6 PROJECT/SITE CONDITIONS

A. Requirements Prior to Job Start

1. Notification: Give a minimum of 5 days notice to the Owner and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

2. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.

B. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NIOSH, NRCA and other industry or local governmental groups. Workers shall wear a long sleeve shirt with long pants and work boots. Workers shall use only butyl rubber or nitrile gloves when mixing or applying PMMA products. Safety glasses with side shields are required for eye protection. Use local exhaust ventilation to maintain worker exposure below the published Threshold Limit Value (TLV). If the airborne concentration poses a health hazard, becomes irritating or exceeds recommended limits, use a NIOSH approved respirator in accordance with OSHA Respirator Protection requirements published under 29 CFR 1910.134. The specific type of respirator will depend on the airborne concentration. A filtering face piece or dust mask is not acceptable for use with this product if TLV filtering levels have been exceeded.

C. Environmental Requirements

1. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

2. Temperature Restrictions – Preparation Paste: Do not apply preparation paste if there is a threat of inclement weather. Apply the preparation paste while air temperature is between 32°F (0°C) and 95°F (35°C), and while the substrate temperature is between 32°F (0°C) and 122°F (50°C). Do not apply resin materials when ambient or substrate temperatures exceed that indicted above.

3. Temperature Restrictions – Primer Resins: Do not apply primer resin if there is a threat of inclement weather. Apply the primer resin while air temperature is between 32°F (0°C) and 104°F (40°C), and while the substrate temperature is between 32°F (0°C) and 122°F (50°C). Do not apply resin materials when ambient or substrate temperatures exceed that indicated above.

4. Temperature Restrictions – Summer Grade Roofing Resins: Do not apply roofing resins if there is a threat of inclement weather. Apply membrane resin while air temperature is between 59°F (15°C) and 104°F (40°C), providing the substrate temperature is between 50°F (10°C) and 122°F (50°C). Do not apply materials when ambient or substrate temperatures exceed that indicated above.

5. Temperature Restrictions – Winter Grade Roofing Resins: Do not apply roofing resins if there is a threat of inclement weather. Apply membrane resin while air temperature is between 23°F (-5°C) and 68°F (20°C), providing the substrate temperature is between 23°F (-5°C) and 77°F (25°C). Do not apply materials when ambient or substrate temperatures exceed that indicated above.
1.7 Protection Requirements
   A. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces.

PART 2 PRODUCTS

2.1 MATERIALS
Material specification below is based on Siplast PMMA. Soprema ‘Alsan’ or Kemper PMMA are also acceptable as approved equal.

A. PMMA Primers
   1. PMMA Primer for Concrete/Masonry/Wood/Plywood Substrates: A two component, PMMA based primer for use over concrete, concrete repair materials, masonry substrates and wood/plywood substrates.
      a. Pro Primer W by Siplast; Irving, TX.
   2. PMMA Primer for Asphaltic Substrates: A two component, fast-curing, PMMA based primer for use over asphaltic materials.
      a. Pro Primer R by Siplast; Irving, TX

B. Preparation Paste: A multi-component, fast curing, PMMA based paste used for remediation of depressions in substrate surfaces or other irregularities.
   1. Pro Paste Resin by Siplast; Irving, TX

C. Tape: A white, flexible, coated cotton cloth tape designed for treatment of insulation panel joints and deck/wall transitions.
   1. Pro Tape by Siplast; Irving, TX

D. Reinforced PMMA Membrane/Flashing System Components
   1. Catalyst: A reactive agent used to induce curing of polymethylmethacrylate (PMMA) resins.
      a. Pro Catalyst by Siplast; Irving, TX

   1. Parapro Roof Resin by Siplast; Irving, TX

F. Fleece for Membrane and Flashing Reinforcement: A non-woven, 110 g/m², needle-punched polyester fabric reinforcement as supplied by the membrane system manufacturer.
   1. Pro Fleece by Siplast; Irving, TX

1. Parapro Flashing Resin by Siplast; Irving, TX

H. Thixotropic Agent: A liquid additive used to increase the viscosity of the PMMA resin products, allowing the resins to be applied over sloped areas.
1. Pro Thixo by Siplast; Irving, TX

2.2 Anti-Skid Surfacing
A. Pro Color Chips with Pro Clear Finish, Satin - granules suitable for broadcast into the PMMA based wearing layer.
1. No. 11 Granules by Siplast; Irving, TX

ALTERNATE NO. 2
In the event that the existing roof deck is not adequately sloped, tapered insulation shall be incorporated into roof system under Alternate No. 2, to achieve a slope of ¼” per foot to the roof drain.

2.3 Tapered Insulation for drainage slope:
A. Bottom Layer: Tapered Isocyanurate insulation, size 4’ x 4’, FM rated Class I for fire resistance. Thickness as shown on Drawings. C1289, Type II, Class 1 Grade 3 Plastic Foam Insulation. 25 PSI compressive strength.

2.4 Cementitious Cover Board:
A. USG Durock® Brand ½” cement board.

2.5 Fasteners
A. Screw type, corrosion resistant fasteners, of appropriate length to penetrate thru deck a minimum of 1”. Washer shall be minimum 3” diameter. Fastener and washer shall be FM approved for uplift and corrosion resistance and be acceptable to insulation, cover board and roof membrane manufacturers.

PART 3 EXECUTION

3.1 SUBSTRATE PREPARATION
A. General: Ensure that substrates are free from gross irregularities, loose, unsound or foreign material such as dirt, ice, snow, water, grease, oil, bituminous products, release agents, laitance, paint, loose particles/friable matter, rust or any other material that would be detrimental to adhesion of the catalyzed primer and/or resin to the substrate. Some surfaces may require scarifying, sandblasting, or grinding to achieve a suitable substrate. Wipe surfaces with a clean cloth saturated with the specified preparation liquid to remove grease, oils or dust that may affect adhesion and to cured PMMA surfaces to receive a subsequent coat of resin.

B. Preparation of Existing Concrete/Masonry Substrates: Existing concrete substrates shall have a minimum hardness of 3,500 psi (24 N/mm²). Clean and/or grind concrete or masonry surfaces to provide a sound substrate free from laitance and residue from bitumen, coal tar, primer, coatings, adhesives, sealer or any material that may inhibit
adhesion. Repair spalls and voids on vertical or horizontal surfaces using the specified primer and preparation paste. A moisture content/adhesion test shall be performed by the membrane manufacturer prior to membrane application.

C. Static Crack and Cold Joint Preparation: Fill cracks and joints prior to membrane/flashing application using the specified preparation paste. Membrane and flashing application must commence immediately following catalyzation of the preparation paste.

1. NOTE: Select a specific base sheet application method to meet individual project requirements. Contact Siplast for further information regarding base sheet fastening diagrams for field, corner and perimeter zones.

D. Preparation of Wood/Plywood Flashing Substrates: Fill joints, knotholes, or cracks with the specified elastomeric sealant to provide an even surface. Prime wood/plywood surfaces to receive the specified flashing system with the specified primer and allow primer to set prior to application of the flashing system.

E. Preparation of Durock cement board: per manufacturer’s instructions.

3.2 MIXING OF RESIN PRODUCTS

A. Preparation/Mixing/Catalyzing Resin Products: Pour the desired quantity of resin into a clean container and using a spiral mixer or mixing paddle, stir the liquid for the time period specified by the resin manufacturer. Calculate the amount of catalyst powder needed using the manufacturers guidelines and add the pre-measured catalyst to the primer. Mix again for the time period specified by the resin manufacturer, ensuring that the product is free from swirls and bubbles. It is imperative that air is not entrained into the product during the mixing process. To avoid aeration, do not use a spiral mixer unless the spiral section of the mixer can be fully contained in the liquid during the mixing process. Mix only enough product to ensure that it can be applied before expiration of resin pot life.

3.3 PREPARATION PASTE AND PRIMER MIXING/APPLICATION

A. Primer Application: Apply primer resin using a roller or brush at the minimum rate of 3.7 kg/sq (0.4 kg/m²) over poured reinforced concrete substrates. Apply primer resin using a roller or brush at the minimum rate of 7.4 kg/sq (0.8 kg/m²) over Durock cement cover board. Increase application rates over other absorbent substrates. Do not let resin pool or pond. Make allowances for saturation of roller covers and application equipment.

B. Paste Application: Allow the primer to set and apply preparation paste using a trowel.

3.4 FLASHING AND FIELD MEMBRANE APPLICATION

A. Base Flashing Application

1. Using masking tape, mask the perimeter of the area to receive the flashing system. Apply resin primer to substrates requiring additional preparation and allow primer to set.

2. Pre-cut fleece to ensure a proper fit at transitions and corners prior to membrane application.

3. Apply an even, generous base coat of flashing resin using a roller at the rate of 19 kg/sq (2.0 kg/m²) to prepared surfaces requiring flashing coverage. Work the fleece
into the wet, catalyzed resin using a brush or roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 inch (5 cm) and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin at the rate of 12 kg/sq (1.3 kg/m²) immediately following embedment of the fleece, ensuring full saturation of the fleece. Ensure that the flashing resin is applied to extend a 0.25 inch (6 mm) beyond the fleece. Remove the tape before the catalyzed resin sets. Make allowances for saturation of roller covers and application equipment.

4. Should work be interrupted for more than 12 hours or the surface of the catalyzed resin becomes dirty or contaminated by the elements, wipe the surface to be lapped with new flashing resin using the specified cleaner/solvent. Allow the surface to dry for a minimum 20 minutes and a maximum 60 minutes before continuing work.

B. Field Membrane Application
1. Using the specified cleaner/solvent, wipe flashing membrane surfaces to be lapped with field membrane. Allow the surface to dry for a minimum 20 minutes before continuing work.

2. Apply an even, generous base coat of field membrane resin using a roller at the rate of 19 kg/sq (2.0 kg/m²) to prepared surfaces. Work the fleece into the wet, catalyzed resin using a roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 inch (5 cm) and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin at the rate of 12 kg/sq (1.3 kg/m²) immediately following embedment of the fleece, ensuring full saturation of the fleece. Make allowances for saturation of roller covers and application equipment. Allow 2 hours cure time prior to exposing the membrane to foot traffic.

3.5 WALKTREAD/SKID RESISTANT SURFACING
A. Quartz/Granule Anti-Skid Application: Apply an additional top coat of the catalyzed roof resin at a minimum consumption of 9.3 kg/sq (1.0 kg/m²); and broadcast granules before the resin sets to fully cover the detail area.

3.6 FIELD QUALITY CONTROL AND INSPECTIONS
A. Site Condition: Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.

B. Notification of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.

3.7 FINAL INSPECTION
A. Post-Installation Meeting: Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.
B. Issuance of The Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

END OF SECTION 07 56 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

2. Custom formed low-slope roof sheet metal fabrications.
3. Custom formed wall sheet metal fabrications.
4. Custom formed sheet metal weather infiltration troughs at louvered openings.
5. Lead weathercaps set into sealant joints at coping stones

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Shop Drawings: For sheet metal flashing and trim.
   1. Include plans, elevations, sections, and attachment details.
   2. Distinguish between shop- and field-assembled work.
   3. Include identification of finish for each item.
   4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.
C. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

A. Product certificates.
B. Product test reports.
C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.
1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

B. Each mechanic assigned to the work of this Section must demonstrate previous successful experience in each of the operations to which he is assigned. Mechanics whose work does not meet the standards as established by the project mock-ups will not be permitted to perform the work of this Section.

C. The Contractor shall coordinate all flashing installation with work with all associated work specified under other sections in preparation for the installation of roofing, flashing, mortaring of slate and other items. Ensure best possible weather resistance and durability of the work and protect all interior and exterior materials and finishes.

D. Work shall only be performed when weather is dry and weather reports call for a continuation of dry weather. Contractor shall fully cover unfinished work as required to provide full weather protection and shall be held responsible for any and all damage to the existing building, its finishes and furnishing resulting from or caused by the work of this Section. The Contractor shall coordinate the work of all trades to ensure a weathertight and complete installation.

E. **Mockups**: Build mockups to verify selections made under Sample submittals to demonstrate aesthetic effects and to set quality standards for fabrication and installation.
   
   1. Build mockup of typical through-wall flashing at parapet including apron flashing and chimney corner intersection, **approximately 5 feet long**. Mockup may be built in-situ and incorporated into the work if accepted by Architect.

   2. Coping – lead “T” set in sealant. **One (1) joint**.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
   1. Nonpatinated Exposed Finish: Mill.


D. Lead “T” Weathercaps, size as required to provide required joint lap. Weathercap®, Inc.; P.O. Box 1776; Slidell, LA 70459; (985) 649-4000; URL: http://www.weathercap.net.

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
   1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
   2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.

C. Solder:
   1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
   2. Flux shall be rosin core or muriatic acid killed with zinc. All acid is to be thoroughly washed off after soldering is completed.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

E. For bedding weathercaps and sealing reglets: one part polyurethane sealant, Dymonic or equal. Colors from manufacturer's standard range suitable for each application.
   1. Joint primer. Provide as required by sealant manufacturer based on field adhesion tests for each substrate. Test each adhesion condition for primer requirements including: masonry to masonry, masonry to copper, masonry to iron, masonry to wood.
F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Bird Screen:
   1. Welded .050” stainless steel ½” mesh
      a. TWP Inc., Berkeley CA www.twpinc.com, or approved equal

2.4 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

   1. Obtain field measurements for accurate fit before shop fabrication.
   2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
   3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

   1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
   2. Use lapped expansion joints only where indicated on Drawings.

C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

2.5 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Downspouts: Fabricate connector between existing downspout and new drain insert at Level 4. Furnish with metal hangers from same material as downspouts and anchors.
1. **Hanger Style**: Match existing  
2. Fabricate from the following materials:  
   a. Copper: 16 oz./sq. ft. (0.55 mm thick)

**B. Drain insert**: Fabricate insert to dimensions required, with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fabricate from the following materials:  
   1. Copper: 20 oz./sq. ft. (0.55 mm thick)

### 2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

**A. Base Apron Flashing**: **Shop fabricate interior and exterior corners.** Fabricate from the following materials:  
   1. Copper: 20 oz./sq. ft. (0.68 mm thick).

**B. Roof-Penetration Flashing**: Fabricate from the following materials:  
   1. Copper: 16 oz./sq. ft. (0.55 mm thick)

**C. Drain insert**: Fabricate insert to dimensions required, with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fabricate from the following materials:  
   1. Copper: 20 oz./sq. ft. (0.55 mm thick)

### 2.7 WALL SHEET METAL FABRICATIONS

**A. Through-Wall Flashing**: Fabricate continuous flashings in minimum 60-inch-long, but not exceeding 12-foot-long, sections, under copings. Minimum width of sheet material shall be thickness of parapet wall plus 5".  

**B. Counterflashing and Flashing Receivers**: Fabricate from the following materials:  
   1. 4 lb. lead  
   2. Wedges for chimney counterflashing – rolled from 2 ½ lb. lead sheets.  
      a. Where it is not possible to install through-wall flashing in the old wall, rake mortar in chimney cap joint to form a reglet. Insert counterflashing into the reglet and install lead wedges to hold it. Fill reglet with sealant.

**C. Fabricate wall flashings from the following materials:**  
   1. 4 lb lead sheet.  
   2. Joints shall be:  
      a. Lapped and soldered  
      b. Overlapped 3” and sealed with butyl sealant
c. ¾” lock joint filled with sealant and flattened with a mallet.

2.8 SHEET METAL WEATHER INFILTRATION TROUGHS AT LOUVERED OPENINGS

A. The intent is to supplement the restored louvers so that the appearance from the exterior remains unchanged from the original, but the Fabricate custom Infiltration Troughs for louvered openings according to drawings.

1. Copper: 16 oz./sq. ft.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.

4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
5. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 079200 “Joint Sealants.”

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not use torches for soldering.
2. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.3 ROOF-DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c.
C. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.

3.4 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate.

C. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.

D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.

E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints minimum of 4 inches (100 mm).

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with butyl sealant and clamp flashing to pipes that penetrate roof.

3.5 WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Through-Wall Flashing: Installation of through-wall flashing is specified in paragraph 2.7.

3.6 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.
D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 07 62 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Roof hatches.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of roof accessory.

B. Shop Drawings: For roof accessories.

C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ROOF HATCH

A. Roof Hatches: Metal roof-hatch units with lids and insulated double-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, straight sides and integrally formed deck-mounting flange at perimeter bottom.

1. Babcock-Davis

2. The BILCO Company, New Haven, CT
3. Precision Ladders, LLC, Morristown, TN

B. Type and Size:
1. At Tower Level 3 [Belfry]: Single-leaf lid, 24 by 36 inches NOTE NON-STANDARD SIZE.
2. At Roof Level 4: Single-leaf lid, 30 by 36 inches

1. Capable of withstanding Basic Wind Speed 110 (3 sec. gust).

D. Hatch Material: Aluminum sheet.
1. Thickness: Manufacturer's standard thickness for hatch size indicated.
2. Finish: Baked enamel or powder coat
3. Color: As selected by Architect from manufacturer's full range

E. Construction:
1. Insulation: not required
3. Hatch Lid: Opaque and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
4. Curb Liner: Manufacturer's standard, of same material and finish as metal curb.
5. Fabricate curbs to minimum height of 12 inches above roofing surface unless otherwise indicated.

F. Hardware: Spring operators, hold-open arm, stainless-steel spring latch with turn handles, stainless-steel butt- or pintle-type hinge system, and padlock hasps inside and outside.

2.2 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.

B. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, and complying with AWPA C2; not less than 1-1/2 inches thick.

C. Underlayment:
1. Slip Sheet: Building paper, 3 lb/100 sq. ft. minimum, rosin sized.
2. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:

D. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
E. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.

1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.

C. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.

3.2 REPAIR AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780/A 780M.

B. Touch up factory-primed surfaces with compatible primer ready for field painting according to manufacturer's written instructions.

C. Clean exposed surfaces according to manufacturer's written instructions.

D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 72 00
State Historic Preservation Office

Bidding, Contracting, and Construction Guidelines for the Historic Restoration Fund

April 2014
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1. **CONFLICT OF INTEREST NOTICE**

Members and relations of the governing body and/or staff of the grantee shall be prohibited from receiving contracts for material or services related to the Construction/Renovation.

2. **PRE-CONSTRUCTION REQUIREMENTS**

   a) **Floodplains** - The FEMA Flood Insurance Rate Map (FIRM) of the project boundary must be reviewed by the Historical Architect or Engineer during the design phase.

   If the project proposes an activity within or affecting a floodplain or that impacts storm drainage facilities, SHPO must submit a Flood Management Certification to the Department of Energy and Environmental Protection (DEEP) per C.G.S. 25-68b through 25-68h.

   The grantee’s Historical Architect or Engineer will be responsible for preparing the application and submission to SHPO for review and subsequent certification to DEEP.

   When Flood Management Certification is required, it must be approved prior to the completion of the bid package.

   SHPO will not approve or fund any construction activities until certification has been accepted by the DEEP.

   b) **Hazardous Materials** – It is the grantee’s responsibility to investigate the possible existence of hazardous materials and evaluate their impact on the proposed project. Hazardous materials include, but are not limited to, lead based paint, asbestos containing materials, PCBs etc.

   If hazardous materials are present on the project site or in existing buildings, appropriate mitigation, remediation must be included in the scope of work, plans and specifications.
c) **Approvals** – The grantee shall review any factors in conflict with the use of the site or the planned project on the site to be developed or rehabilitated (e.g. building lines, zoning regulations, local ordinances, codes or other pertinent regulations or restrictions). Particular attention should be given to projects that will involve a change in use. The grantee shall obtain all necessary local, state, federal and utility companies' approvals and any special permits, variances or waivers that may be required.

3. **BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS**

Unless notified by SHPO, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements.

Unless specifically waived by DECD, the grantee’s Historical Architect or Engineer must have the proper professional credentials. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the bid phase, construction phase and closeout phase of the project. The grantee will be required to provide SHPO with the following signed certification documents along with the bid documents:

a) Construction Bid Package, Drawings, and Specifications Compliance Certification (page 24)
b) Construction Monitoring & Close-out Compliance Certification (page 25)

If the grantee has any questions, concerns, comments regarding this process or needs assistance in carrying out these requirements, please feel free to contact the Construction Grant Coordinator.

4. **BID PACKAGE SUBMISSION REQUIREMENTS**

a) All construction plans, specifications, and instructions to bidders must be prepared by a licensed professional Historical Architect or Engineer who meets the Secretary of the Interior’s Professional Qualification Standards and has been approved by the State Historic Preservation Office (SHPO).
b) A draft bid package, including plans and specifications must be submitted to 
SHPO for review not less than two weeks prior to advertisement. The 
Historical Architect or Engineer should submit an updated project cost 
estimate as part of the package.

c) All grantees and their contractors will need to comply with 4a-60 and 4a-60a 
of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 
43 of the Regulations of Connecticut State Agencies. The above statutes and 
regulations require the grantee to “aggressively solicit the participation of 
legitimate minority business enterprises as bidders, contractors, 
subcontractors and suppliers of materials.” on projects.

The Invitation to Bid should clearly state the terms and conditions for bidding the 
project including the submission of the CHRO Contract Compliance Regulations 
Notification to Bidders form. This form is attached, and can also be found at:


All bidders must complete, sign, and return the CHRO Contract Compliance 
Regulations Notification to Bidders form to the grantee at the time of bid 
opening.

Bids not including this form should be considered incomplete and rejected.

d) The Bid Package must also include a copy of the Invitation to Bid document.

The document must include the following:

i. “Partial funding for this project is provided by Connecticut’s 
Historic Restoration Fund”

ii. “All work must meet the Secretary of the Interior’s Standards for 
the Treatment of Historic Properties and be approved by the State 
Historic Preservation Office”

iii. “A mandatory walkthrough/pre-bid meeting will be held on DATE 
and TIME”

The document must end with:
YOUR ORGANIZATION is “An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.”

6. **ADVERTISING YOUR PROJECT**

   a) For all projects, grantees must notify SHPO of the Bid Opening date, time, and location as soon as it is determined.

   b) In cases where the total project cost is below $100,000, bids may be solicited by letter, fax or email. However, the DECD grantee must receive at least three written bids.

   c) For projects where the total project costs is above $100,000, the grantee must run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, or the Stamford Advocate.

       The notice must run for at least two (2) days.

   d) DECD recommends but does not require the applicant also run a notice in the Public Notices section of a local newspaper.

   e) Grantees can also post the notice on the Department of Administrative Services Contracting Portal. This is a free service offered by the State of Connecticut.

To set up an account:

   a. Go to [https://www.biznet.ct.gov/AccountMaint/Login.aspx](https://www.biznet.ct.gov/AccountMaint/Login.aspx)
   b. Click Create a New Account
   c. Enter and confirm your email address and password and click submit
   d. You will receive an email from DAS
   e. Contact SHPO to authorize you as a user
8. **BONDS/CERTIFIED CHECKS**

   a) **Municipalities**

   1) Municipalities must require bid bonds (5% minimum) for contracts exceeding $50,000 or subcontracts exceeding $50,000 (C.G.S. 49-41).

   2) Municipalities must require a Performance Bond for contracts exceeding $25,000 or a subcontract exceeding $50,000 (C.G.S. 49-41).

   3) Municipalities must require a Labor & Material Payment Bond for contracts exceeding $100,000.

   4) If a construction manager is employed, each subcontract exceeding $100,000 shall be bonded or a certified check required.

   b) **Non-Profit Projects**

   1) Where the total project exceeds $100,000, the grantee shall require bid bonds or certified checks from the general contractor.

   la

   2) Total projects less than $100,000:

   • The grantee shall negotiate a payment schedule with the contractor.

   The payment schedule shall ensure that the contractor has provided the grantee with sufficient guarantees to ensure project completion.

   A copy of the payment schedule must be submitted to SHPO

   • The grantee shall secure lien waivers from all subcontractors, if applicable.
10. **INSURANCE**

   a) The project’s Assistance Agreement between the DECD and the grantee should be followed for insurance requirements.

   b) Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.

   c) State of Connecticut shall be listed as an additional insured.

   d) Builder's Risk Insurance should be obtained either through the general contractor or grantee's agent.

       A copy of the Builder’s Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.

   e) The grantee’s Liability Insurance should be checked, especially if clients will be receiving services at the facility while construction is taking place. The grantee should ensure the existing coverage is adequate. If not, a rider should be secured.

   f) The “Hold Harmless” endorsement of the insurance shall include the interest of the grantee and the State of Connecticut. The contractor and any subcontractors and all other interests shall be so named.

       This policy shall insure against all risks of physical damages except as modified by the contract documents and subject to the normal all risk exclusions.

11. **PREVAILING WAGE RATES**

   a) Municipal grantees shall pay the prevailing wage rates on projects:

       a. where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction is $400,000 or more; and
b. where the total cost of all contractors and subcontractors for remodeling, refurbishing, rehabilitation, and repair is $100,000 or more (C.G.S. 31-53(g)).

b) Where federal funds are involved, Davis-Bacon Act rates may apply. Consult funding source.

12. PREQUALIFYING BIDDERS

a) Municipal contracts for the construction or renovation of a public works project, where the estimated value is $500,000 or greater, may need to comply with C.G.S. Sec. 4b-91.

In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS).

13. CONSTRUCTION MANAGERS IN PLACE OF GENERAL CONTRACTORS

The grantee may employ a construction manager, but if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with minority regulations.

Any specific construction trade work to be conducted by the construction manager requires SHPO pre-approval.

15. PROCUREMENT PACKAGE - DOCUMENTS TO BE FORWARDED TO SHPO AT COMPLETION OF BIDDING:

a) Completed bid tabulation

b) Complete copies of the three lowest responsive bids.
c) Signed copies of the "CHRO Contract Compliance Regulations Notification to Bidders” form from the three lowest responsive bids.

d) Copies of the bid bonds/certified checks from the three lowest responsive bidders.

e) A copy of advertisements soliciting bids and/or publisher’s affidavit from newspapers.

f) A final copy of bid addendums, if applicable.

g) Historical Architect or Engineer’s letter of recommendation for lowest qualified and responsible bidder

h) Grantee’s DRAFT letter of award for acceptance of the lowest responsible bidder.

i) Copies of DAS posting, if applicable.

15. SELECTING THE CONTRACTOR

a) **Lowest Responsible and Qualified Bidder** - As used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.

Should the grantees reject the lowest bidder as not responsible and/or not qualified, the grantees shall immediately notify SHPO of the reasons for the rejection and request SHPO’s concurrence.

The Commissioner of DECD shall at his/her discretion either approve or deny the grantee’s rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.

b) **Competitive Bidding - Contracts greater than $100,000** - The grantee will give full opportunity for free, open and competitive bidding for each contract calling for installation, construction, reconstruction, demolition, removal, site improvement work or other similar work.
The grantee will ensure the advertisement or call for bids for each such contract and will provide adequate competition.

The award of such contract, when made, will be made by the grantee as soon as practicable to the lowest responsible and qualified bidder.

In the event that there are less than three bidders, the grantee shall inform SHPO and request instructions.

The applicant must notify SHPO before the contract is executed.

16. **DOCUMENTS TO BE FORWARDED TO DECd ONCE THE GENERAL CONTRACT HAS BEEN EXECUTED:**

   a) One copy of executed contract and grantee's authority to execute (Board Resolution, etc.)

   b) Notice to Proceed

   c) Copy of Performance Bond, Labor and Material Payment Bond, and Power of Attorney for Surety (unless under $100,000).

   d) Certificate of Insurance from general contractor covering liability and workers’ compensation and builder’s risk.
17. **GRANTEE RESPONSIBILITY**

a) SHPO shall review project documents to ensure consistency with project goals, department standards and technical correctness. However, it is the responsibility of the grantee, its Historical Architect or Engineer and its attorney to ensure that the documents are technically correct, complete and, where necessary, protect the grantee and the State of Connecticut from any and all claims.

b) The grantee will comply with all relevant local, state and federal regulations, and comply with all standard contracting practices to safeguard the interests of the grantee and the state including, but not limited to, contractor performance, security, insurance, permits, and inspections.

c) The grantee shall erect a suitable sign attributing funding to State of Connecticut’s Historic Restoration Fund, Governor, Department of Economic and Community Development, and Commissioner. A sign template is attached to this document.

18. **MISCELLANEOUS**

a) **Change Work Orders** - All change work orders must be submitted to SHPO for pre-approval. Submittals must be made on the AIA form and include a narrative of the purpose of the change as well as photographs of the existing conditions.

Any changes in the scope of work that is not pre-approved by SHPO will not be eligible toward reimbursement.

b) **Vendor Payments** - SHPO does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to the department with the project closeout package.
19. **ATTACHMENTS**

b) DEC Logo, and State Sign Template.

c) CHRO Contract Compliance Regulations Notification to Bidders Form.

d) Construction Monitoring Procedures.

e) Bid Package, Drawings, and Specifications Compliance Certification

f) Construction Contract Monitoring and Compliance Certification
PROJECT SIGN

Guidelines for HRF Project Sign

Preservation Means Jobs in Your Community

The rehabilitation of 20 Forest Street, which is listed on the National Register of Historic Places, is funded by a matching grant from Connecticut’s Historic Restoration Fund.

State of Connecticut
The Honorable
Donnel P. Molloy
Governor

Administered by:
The State Historic Preservation Office
Department of Economic and Community Development
Catherine Smith, Commissioner

Note: Minimum overall size of the project sign shall be no less than 3 feet high and 6 feet wide; grantee may not use more than $200.00 in funds to help defray cost of procuring the project sign; project signs must be prominently displayed throughout the duration of the grant project in a location which is clearly visible from the principle street adjacent to the project site and should not be attached to the building.
Guidelines for HRF Project Sign: Churches, Synagogues, and Mosques

Preservation Means Jobs in Your Community

The rehabilitation of 20 Forest Street, which is listed on the National Register of Historic Places, is funded by a matching grant from Connecticut’s Historic Restoration Fund. The State Historic Preservation Office has awarded a matching grant in aid for this project on the basis that the work funded is primarily secular in nature, intent and effect. The State Historic Preservation Office’s involvement in this project is not meant and shall not be taken to mean that the State Historic Preservation Office or the State of Connecticut intends to promote religious worship of any kind or to profane the symbols of any religion.

State of Connecticut
The Honorable
Dannel P. Malloy
Governor

Administered by:
State Historic Preservation Office
Department of Economic and Community Development
Catherine Smith, Commissioner

Note: Minimum overall size of the project sign shall be no less than 2 feet high and 4 feet wide; grantees may not exceed more than $200,000 in funds to help defray cost of procuring the project sign; project sign must be prominently displayed throughout the duration of the grant project in a location which is clearly visible from the principle street adjacent to the project site and should not be attached to the building.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
### 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGEMENT</td>
<td>Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</td>
</tr>
<tr>
<td>BUSINESS AND FINANCIAL OPERATIONS</td>
<td>These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</td>
</tr>
<tr>
<td>MARKETING AND SALES</td>
<td>Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</td>
</tr>
<tr>
<td>LEGAL OCCUPATIONS</td>
<td>In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</td>
</tr>
<tr>
<td>COMPUTER SPECIALISTS</td>
<td>Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.</td>
</tr>
<tr>
<td>ARCHITECTURE AND ENGINEERING</td>
<td>Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</td>
</tr>
<tr>
<td>OFFICE AND ADMINISTRATIVE SUPPORT</td>
<td>All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries, and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</td>
</tr>
<tr>
<td>BUILDING AND GROUNDS CLEANING AND MAINTENANCE</td>
<td>This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</td>
</tr>
<tr>
<td>CONSTRUCTION AND EXTRACTION</td>
<td>This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.</td>
</tr>
<tr>
<td>INSTALLATION, MAINTENANCE AND REPAIR</td>
<td>Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, AC and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</td>
</tr>
<tr>
<td>MATERIAL MOVING WORKERS</td>
<td>The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; earners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offshooters; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</td>
</tr>
<tr>
<td>PRODUCTION WORKERS</td>
<td>The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; feeding workers; inspectors; testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</td>
</tr>
</tbody>
</table>
3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)  

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

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
<th>City &amp; State</th>
<th>Chief Executive</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity (test description)</th>
<th>Bidder Identification: (response optional definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Bidder is a small contractor. Yes _ No _</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes _ No _ (if yes, check ownership category)</td>
</tr>
<tr>
<td></td>
<td>Black _ Hispanic _ Asian _ American _ American Indian/Alaskan Native _ Hawaiian Peninsula _ Individual(s) with a Physical Disability _ Female _</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Parent Company (If any)</th>
<th>Other Locations in Ct. (If any)</th>
</tr>
</thead>
</table>

| Bidder is certified as above by State of CT | Yes _ No _ |

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

JANUARY 11, 2019
BID SET
STONY CREEK CHURCH, 192 THIMBLE ISLANDS RD, BRANFORD, CT

BELL TOWER REROOFING & RELATED WORK
SHPO BIDDING GUIDELINES FOR STATE PROGRAMS
APPENDIX A - 18
Part III - Bidder Subcontracting Practices

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

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

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

PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business &amp; Financial Ops</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Occupations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Specialties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Admin Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Grounds</td>
<td>Cleaning &amp; Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction &amp; Extraction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation, Maintenance &amp; Repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Moving Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Occupations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ten or One Year Ago</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices
Trainers

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX: SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)
## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walk In</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification.

<table>
<thead>
<tr>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Experience</td>
</tr>
<tr>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Written Test</td>
</tr>
<tr>
<td>High School Diploma</td>
</tr>
<tr>
<td>College Degree</td>
</tr>
<tr>
<td>Union Membership</td>
</tr>
<tr>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Height or Weight</td>
</tr>
<tr>
<td>Car Ownership</td>
</tr>
<tr>
<td>Arrest Record</td>
</tr>
<tr>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.

---

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

(Signature)  (Title)  (Date Signed)  (Telephone)
CONSTRUCTION MONITORING PROCEDURES

Construction Monitoring covers the development phases of projects from pre-bid activities through construction contract administration to final construction closeout. Functions include oversight of bidding, bid tabulation and recommendation of the lowest responsible and qualified bidder, coordination with pre- and post- bid meetings, review of construction contract documents, review of payment requisitions, change orders, shop drawings as well as construction inspection.

The SHPO Construction Grant Coordinator is the department’s technical support regarding the management and administration of construction projects funded by the State of Connecticut’s Historic Restoration Fund. It will be the responsibility of the grantee to submit the documents listed below, when applicable, to SHPO. Electronic submissions are preferred. In addition to electronic submissions, hard copies of certain documents may also be requested.

SHPO will determine the extent of state monitoring, oversight and technical assistance for sponsored projects based on factors including estimated total project cost, project complexity and capacity of the applicant. SHPO will notify the applicant of monitory requirements prior to the closing of the state assistance agreement.

Unless notified by SHPO, for projects with a total project cost of $250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee’s Historical Architect or Engineer must have the proper professional credentials. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents once the bid package has been prepared and once the construction contract has been executed:

1. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 24)

2. Construction Monitoring & Closeout Compliance Certification (page 25)
THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE CONSTRUCTION GRANT COORDINATOR DURING THE CONSTRUCTION PHASE OF THE PROJECT:

1. Copy of the contractor’s approved schedule of values.
2. Copy of the contractor’s construction schedule. Any adjustments to the schedule throughout construction must be submitted to SHPO.
3. Job meeting minutes.
4. Proposed change work orders. Back up materials may be requested.
5. Copies of correspondence between Owner, Architect and/or Contractor.

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE CONSTRUCTION GRANT COORDINATOR AT THE COMPLETION OF THE PROJECT:

1. All proofs of payments in the form of both sides of canceled checks or grantee’s bank statements
2. Invoice Summary Spreadsheet
3. Certificate of Actual Eligible Costs
4. Photographs of the project and the project sign
5. Summary Report
6. Lien Waiver
7. Certificate of Conformance stating that the completed project meets the Secretary of the Interior’s Standards for the Treatment of Historic Properties
8. Fully executed and filed Preservation Restriction
9. Single State Audit (if applicable)
Construction Oversight and Technical Assistance:

Construction monitoring by the Construction Grant Coordinator includes:

- Review budgets and cost estimates as they relate to construction costs.
- Review plans and specifications for conformance to DECD requirements prior to bidding.
- Review bid documents, bid advertisements, bid instructions and bidding requirements
- Review construction bids, bid bonds, and contractor selection.
- Compliance review of executed construction contract documents received; review contracts, bonds, schedule of values and insurance certificates between grantee and contractor
- Monitor progress of work during construction for compliance with agency, state & federal requirements and procedures, (labor and safety standards, wage standards, etc.)
- Conduct periodic inspections of the project construction activities.
- Review the following: construction meeting minutes, proposal requests, change work orders, costs, review requisitions and construction periodical payments for work completed, architect’s supplemental instructions and directives, and correspondence.
- Review materials and products being used in the construction.
- Participate in the final inspection of the construction contract to ensure that the completed work is satisfactory.
- Review construction closeout documentation prior to acceptance of a project.
CONSTRUCTION BID PACKAGE, DRAWINGS AND SPECIFICATIONS
COMPLIANCE CERTIFICATION

GRANTEE: ______________________________________________________

PROJECT NAME AND MUNICIPALITY: ________________________________

_________________________________________________________________

I, ________________________________, as the responsible grantee do hereby certify that the construction documents (Bid Package, Drawings & Specifications) shall be completed by a licensed Historical Architect or Engineer for the above project and certify the following:

1. A complete copy of the Bid Package and Invitation to Bid shall be submitted to or reviewed by the State Historic Preservation Office (SHPO)

2. The Drawings and or Specifications for the above Project shall cover the scope of work, as indentified in the HRF Application.

3. The SHPO Bidding, Contracting and Construction Guidelines for State Programs have been thoroughly reviewed by the grantee and/or qualified design professional.

4. The Bid Package shall be technically correct and complete and shall clearly show that all of the SHPO terms and conditions for bidding the project shall be met.

Signed __________________________________________

Title: __________________________________________________________

Address _________________________________________________________

Telephone ___________________________ Date _________________________
CONSTRUCTION CONTRACT AND MONITORING COMPLIANCE CERTIFICATION

GRANTEE: ________________________________________________________________

PROJECT NAME AND MUNICIPALITY: _______________________________________

_______________________________________________________________________

I, ________________________________, and as the responsible grantee do hereby certify that the bid results shall be reviewed by a licensed professional Historical Architect or Engineer for the above project and certify the following:

1. The qualified Historical Architect or Engineer shall assess and tabulate all of the bids and shall make a recommendation to award the bid to the lowest responsible bidder whose bid shall be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.

2. The required bid result documentation shall be submitted to SHPO for review and approval at the completion of bidding before the grantee moves forward with executing the construction contract.

3. The lowest responsible and qualified bidders executed contract, grantee’s authority to execute, and all other documentation required by SHPO once the general contract is executed shall be forwarded to the SHPO before construction commences.

4. It shall be the responsibility of the grantee to provide construction oversight and inspection on the project by following all of the procedures and submitting all of the documentation indicated in the Construction Monitoring Procedures.

Signed ________________________________

Title: ______________________________________________________________

Address _____________________________________________________________

Telephone ___________________________ Date ___________________________