

**Danielson Domestic Violence Shelter
Scheduled Renovations and
Modernization's
Killingly, CT.**

Dated: December 23, 2019

ARCHITECT

**Fred Marzec – Architects, LLC
282 Franklin Street
Norwich CT. 06360
Tel: 860-887-5870
Fax: 860-887-5874
Email: fred@fredmarzec.com**

SITE/CIVIL/STRUCTURAL ENGINEERS

**CLA Engineers, Inc.
317 Main Street
Norwich, CT. 06360
Tel: 860-886-1966
Fax: 860-859-0039
Email: claengineers.com**

MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS

**RZ Design Associates, Inc.
750 Old Main Street
Suite 202
Rock Hill, CT. 06067
www.rzdesignassociates.com**

No. _____

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

TABLE OF CONTENTS

<u>DIVISION A - BIDDING REQUIREMENTS</u>	<u>PAGE</u>
<u>Invitation to Bid</u>	1-2
<u>Instruction for Bidders</u>	1-5
<u>Appendix to Bidders</u>	1-2
<u>Form of Proposal</u>	1-3
<u>Bid Bond</u>	1-3
<u>Performance Bond</u>	1-3
<u>Labor and Material Payment Bond</u>	1
<u>Qualifications of Bidders</u>	1-2
<u>Payroll (U.S. Department of Labor)</u>	1-22
<u>Connecticut Department of Labor Standards</u>	
<u>Qualification of Bidders</u>	1-1
<u>DIVISION B - GENERAL CONDITIONS</u>	
<u>General Conditions AIA -A 201 – 2017</u>	1-40
<u>Supplemental General Conditions</u>	1-37
<u>Division 1 General Requirements</u>	
01010 Summary of Work	1-5
01020 Allowances	1-2
01040 Project Coordination	1-5
01045 Cutting and Patching	1-4
01340 Shop Drawings, Product Data & Samples	1-8
01341 Guarantees & Warranties	1-1
01410 Special Inspection and Structural Testing	1-4
01500 Temporary Facilities	1-2
<u>Division 2 - Site Work</u>	
02000 Site General Condition	On Drawings
02510 Paving, Walks and Curbs	On Drawings
<u>Division 3 - Concrete</u>	
03300	On Drawings
<u>Division 4 - Masonry</u>	
No Masonry	
<u>Division 5 - Metals</u>	
05120 Structural Steel	On Drawings
05500 Metal Fabrications	1-5
<u>Division 6 - Wood and Plastics</u>	

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

06100 Rough Carpentry	1-7
06200 Architectural Casework and Carpentry	1-5

Division 7 - Thermal and Moisture Protection

07200 Insulation	1-5
07310 Roofing Shingles	1-4
07460 Vinyl Siding	1-6
07600 Flashing and Sheet Metal	1-4
07840 Fire-stopping	1-6
07915 Sealant, Caulking & Seals	1-3

Division 8 - Doors and Windows

08310 Access Doors	1-3
08710 Finish Hardware	On Drawing
08800 Glass and Glazing	1-9

Division 9 – Finishes

09250 Gypsum Drywall	1-8
09650 Resilient Flooring	1-5
09680 Carpet Tiles	1-6
09900 Painting	1-10

Division 10 – Specialties

10522 Fire Extinguishers Cabinets and Accessories	1-4
---	-----

Division 11 - Equipment

No Equipment

Division 12 - Furnishings

No Furnishings

Division 13 - Special Construction

None

Division 14 - Elevators

None

Division 15 – Mechanical

On Drawings

Division 16 – Electrical

On Drawings

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

INVITATION TO BID

Sealed Bids for: **Danielson Domestic Violence Shelter,
Scheduled Renovations and
Modernization's, Killingly CT.**

Attention: Mary T. Calorio, Town Manager Town of Killingly

The town of Killingly will receive sealed bids on or before 2:00 PM EST. Wednesday, March 25, 2020 at the Town Manager's Office, Killingly Town Hall, 172 Main Street, Killingly, Connecticut 06239 and said bids will be publicly opened and read aloud immediately thereafter.

Bids will be received for furnishing all labor, materials, tools and equipment necessary to complete the Scheduled Renovations and Modernization's, Killingly CT. The project will be financed with a Small Cities CDBG grant from the State of Connecticut Department of Housing and the US Department of Housing and Urban Development.

Contract Documents including Plans and Specifications dated **December 23, 2019**, as prepared by Fred Marzec – Architects, LLC, 282 Franklin Street, Norwich, CT. 06360, (860) 887-5870 will be on file at the Killingly Town Hall, 172 Main Street, Killingly, Connecticut 06239. A **mandatory** Pre-Bid walk through will be held March 11, 2020 at 10:00 AM. All bidders must meet in the Town Hall Meeting Room, Killingly Town Hall for information and requirements regarding the project, and from there will go to the building site for a walkthrough.

All bid forms must be completely filled in when submitted. Attention of bidders is directed to certain requirements of this contract which require payment of Federal Prevailing wages, and compliance with certain local, state and federal requirements. No bids shall be withdrawn for a period of ninety (90) days after the opening of bids, without the consent of the Town of Killing, Connecticut.

For further information, please contact Fred Marzec of Fred Marzec- Architects, LLC at (860) 887-5870

The town of Killingly reserves the right to reject any an all bids and /or waive any informalities in bidding, when such action is deemed to be in the best interest of the Town of Killingly.

The Town of Killing and United Services, Inc. are Affirmative Action/Equal Opportunity Employers. Small, Minority-owned, women-owned and economically disadvantaged business are encouraged to apply

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

The work described in the Project Manual is the entire project and covers the site and scheduled interior and exterior demolition, including the intended construction and its sequencing. The Contractor shall be responsible to review the outline of work and the impacts on the existing structure and its continued occupation and use.

General Contractors: May obtain **Electronic PDF Construction Documents:**

Bid Documents are available digitally only, and can be found on the Town of Killingly Website: www.killinglyct.gov. Neither the Owner nor the Architect will be responsible for full or partial sets of Bid Documents obtained from any other source.

END OF INVITATION TO BID

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

INSTRUCTION FOR BIDDERS

**UNITED SERVICES, INC.
c/o Town of Killingly
Danielson Domestic Violence Shelter,
Scheduled Renovations and Modernization's
Killingly, Connecticut**

1. RECEIPT AND OPENING OF BIDS:

United Services, Inc. c/o the Town of Killingly invites bids herein after referred to as the Owner on attached Bid form. All blanks must be appropriately filled in. Bids will be received by **Town of Killingly, Town Hall, 172 Main Street, Killingly, Connecticut 06239** at 2 PM on **Tuesday, March 24, 2020**, and then publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to **Town of Killingly, 172 Main Street, Killingly Connecticut 06239**. The Town may consider informal and bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. The Town may accept or reject any or all bids or any portions of bids and take action deemed to be in its best interest.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope address as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include but not limited to the following:

- A. Form of Bid
- B. Bid Security (bid bond or Certified check)
- C. Qualification of Bidders
- D. Any other documents required by Contract Documents.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

3. SUBCONTRACTOR:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must:

- A. Be acceptable to the Town and Owner. A list must be submitted to the Town and Owner for review prior to construction.
- B. Submit forms and certifications as required conforming to the grant requirements.

4. QUALIFICATIONS OF BIDDER:

The Town and /or Owner may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidders shall furnish to the Town /Owner all information and data for this purpose as the Town /Owner may request. The town reserves the right to reject any bid in the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. BID/SECURITY:

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principle and having a surety thereon approved by the Town, in the amount of 5 % of the bid. Checks or bid bonds shall be returned to all by the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Town and the accepted bidder have executed the contract, or if no award that been made, within 60 days after the date of the opening of the bids, upon demand of the bidder at any time hereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds, and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposit with his bid.

7. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

project and the employment of labor Theron. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the contractor in carrying out his work must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor, tenant or staff of the owner.

8. ADDENDA AND INTERPETATIONS:

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations must be in writing and addressed to Fred Marzec-Architects, LLC, 282 Franklin Street, Norwich, Connecticut 9860-887-5870), fred@fredmarzec.com and, to be given consideration, must be received at least five days prior to the date fixed for the opening of bids. No interpretations will be provided after that date. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications and which if issued, will be either faxed, e-mailed or sent by mail to all prospective bidders

9. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100 5 surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included her-in. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Town, and listed in the Department of Treasury's Listing of approved sureties (Circular 570)

10. POWER OF ARROTNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy off their power of attorney.

11. NOTICE OF SPECIAL CONDITIONS:

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following, when applicable.

- A. Inspection and testing materials,
- B. Insurance requirements,
- C. Prevailing Wage Rate Requirements,
- D. Contract Compliance Reporting Requirements,
- E. Stated Allowances,
- F. OSHA Compliance

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

12. LAWS AND REGULATIONS:

The bidders' attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they are considered included in the contract the same as though they were written out in full, including all applicable codes.

13. OBLIGATION OF BIDDER:

At time of opening of the bids each bidder will be presumed to have inspected the site and building (s) and to have read and be thoroughly familiar with the plans and the contract documents (including all addenda).

The failure or omission of a bidder to examine in any form, instrument of document shall in no way relieve the bidder from any obligation with respect to his bid. This requirement includes all proposed sub-contractors.

14. HIRING OF LOCAL LABOR:

This section emphasizes that every contractor and subcontractor undertaking to do work on any DOH assisted project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located.

The contractor will be responsible for assuring his subcontractors comply with this goal.

15. AFFIRMATIVE ACTION REQUIREMENTS:

This contract is subject to all Federal and State Affirmative Action regulations. The contractor will be required to comply with those regulations. This includes the documentation listed below and included within the contract.

- An Affirmative Action Policy Statement must be submitted to the municipality or their agent from each Contractor receiving funds in the amount of \$ 500,000 or less under the grant.

16. SPECIAL REQUIREMENTS:

A. OSHA

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

who performs work in a classification listed on the prevailing wage rate schedule on any public works project to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion.

B. PREVAILING WAGES

State and federal prevailing wage requirements apply to this project. The general contractor and all subcontractors must submit weekly certified payroll reports and pay all workers the proper wage rate/fringe benefit rate for the work classification performed.

C. SECTION 3

Good faith effort must be given to hire employees and/or subcontractors who meet the definition of Section 3 workers/contractors.

END OF INSTRUCTION FO BIDDERS

Notification To Bidders/Grantees:

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114g-1 et. Seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes. According to Section 4-114a-3(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 4-114a 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 the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise' and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans... (2) Hispanic Americans...(3) Women... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians..." The above definitions apply to the contract compliance requirements by virtue of section 4-114a-1 (10) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidders/grantee's qualifications under the contract compliance requirements:

- a.** The bidder's/grantee's success in implementing an affirmative action plan;
- b.** The bidder's/grantee's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c.** The bidder's/grantee's promise to develop and implement a successful affirmative action plan;
- d.** The bidder's/grantee's submission of EEO-1 data indicating that the composition of the work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

e. The bidder's/grantee's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a03 (10) of the Contract Compliance Regulations.

INSTRUCTION: Bidder/Grantee must sign acknowledgment below, detach along dotted line and return Acknowledgment to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders/Grantees" form.

Signature:

Date:

on behalf of:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

FORM OF PROPOSAL

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

ATTENTION: Killingly Town Manager's Office

Gentlemen:

Having examined the Bidding Documents entitled, "**Danielson Domestic Violence Shelter Scheduled Renovations and Modernization's, Killingly CT. 06239**" dated 12-23-2019 as prepared by **Fred Marzec – Architects, LLC.**, and having visited the site and familiarized ourselves with local conditions, we, the undersigned, will contract to provide all necessary tools, apparatus, implements, freight, cartage and other expenses of any description and shall do all work and shall furnish all materials necessary for the complete construction of the "**Danielson Domestic Violence Shelter Scheduled Renovations and Modernization's, Killingly CT.**" in accordance with the Contract Documents and all Addenda for the Contract Bid Price of :

dollars, (\$ _____ .00)

The BASE BID sum above includes scheduled site work, architectural, structural, plumbing, HVAC -heating, air conditioning, ventilating, electrical systems etc., indicated in the Construction Documents.

	<u>Amount included in BASE BID</u>
Site work	\$ _____
Revised parking, grading.	
Reroofing, including gutters	\$ _____
New vinyl siding and windows	\$ _____
Structural Repairs to the existing Barn	\$ _____
Scheduled renovations and modification to the Interior spaces.	\$ _____
HVAC System	\$ _____
Electrical:	
Power supply and distribution	\$ _____
Lighting and fixtures	\$ _____
Indicated Plumbing Changes and Fixtures	\$ _____

Subcontractors are not to carry the cost of their Performance, Labor and Material Payment Bond for the entire scope of the Project, unless requested by the General Contractor. However, the General Contractor is required to carry same.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

Time to completion:

If awarded the Contract, we, the undersigned, will pursue the work continuously and will complete the work within 150 calendar days from the date of the signing of the Contract, or the signing of a "letter of intent". The signing of either of the above documents shall be construed as giving written "Notice to Proceed"

Project Superintendent:

If awarded the Contract, we, the undersigned, shall provide a "full-time" "Project Superintendent who will be at the Project Site whenever work is in progress or there are personnel from the General Contractor or his sub- contractors on site.

Sales and Use Taxes/Building Permit:

We, the undersigned, state that the proposed contract sum indicated above does include the cost of the building permit; application fees, and testing etc., and does include any and all sums of Monies for the State Sales and Use Tax.

Allowances

We, the undersigned, state that the allowances in section 01020 are included in the Base Bid and summarized herein.

Allowance #1	\$ _____
Allowance # 2	\$ _____

Alternates:

We, the undersigned state that the proposed contract sum stated above does not include the following alternates specified in Section 01030, Alternates summarized herein;

Alternate # 1	\$ _____
Alternate # 2	\$ _____
Alternate # 3	\$ _____

Unit Prices:

We, the undersigned, further agree that the unit prices listed below shall determine the value of any extra work or changes. They shall be considered complete including all material, labor, installation costs measured in place, overhead and profit, and shall be used uniformly for either additions or deductions, and that credit to the Owner for any and all such work that may be omitted shall be computed on the basis of unit prices ten (10) percent less than those herein stated for addition work.

Costs measured in place, overhead and profit, and shall be used uniformly for either additions or deductions, and that credit to the Owner for any and all such work that may be omitted shall be computed on the basis of unit prices ten (10) percent less than those herein stated for additional work.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	Concrete footings and piers located in The existing Barn	CU. YD	\$ _____
2.	Scheduled Roofing and Waterproofing	SF.	\$ _____
3.	New Windows; reframing, installation Trims and finished painting.	EA.	\$ _____
4.	Doors and Frames: Hollow metal and frame w/ hardware (based on 3'x7' 45C single leaf)	EA.	\$ _____
5.	Wood Door and frame w/ hardware (based on 3'x7' 45C single leaf)	EA.	\$ _____
9.	Resilient Flooring	SF.	\$ _____
10.	Carpeting	SF.	\$ _____
11.	Painting	SF.	\$ _____

Addendum:

We, the undersigned, acknowledge the receipt of the following addenda:

Addendum No. _____, dated _____
Addendum No. _____, dated _____

Signed and sealed this _____ day of _____, 2020

(Seal where required)

*by

(Legal Name of Bidder)

(Signature of Bidder)

(Title)

(Business Address)

*Note: If signed by an agent of the Bidder, attach current power of attorney certifying agent's authority.

END OF FORM OF PROPOSAL

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (name of Principal) _____ as PRINCIAL, and _____ as SURETY are held firmly bound Unto the Town of Killingly, hereinafter call "Owner", in the penal sum of lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, whereas the Principal has submitted the Accompanying Bid, dated _____, 2020:

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening, and shall within the period specified therefore, or if not period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter int a written Contract with the Owner in accordance with eh Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter int such Contract shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be excessive of the former, then the above obligation shall be void and no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2020, the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

In the presence of _____ (SEAL)

(Witness)

(Business Address)
By: _____

(Partnership) (SEAL)

(Witness)

(Business Address) (SEAL)
By: _____

Attest:

(Corporate Principal) (SEAL)

(Business Address) (SEAL)
By: _____

Attest:

(Corporate Surety) (SEAL)

(Business Address) (SEAL)
By: _____

Countersigned By:

By: _____

(Power-or Attorney for person signing for surety company must be attached to bond)

END OF BID BOND

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

LABOR AND MATERIALS PAYMENT BOND

Bond No. _____

Note: This bond is issued simultaneously with another bond in favor of the Town of Killingly conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____

As Principal, hereinafter call Principal, and _____
as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Killingly, as Oblige, hereinafter call the Town, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, Their heirs, executors, administrators' successors, and assigns, jointly and severally, Firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract With the Town of Killingly for _____

Made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation is such, that if the Principal Shall pay for all labor and materials furnished to himself or his subcontractors for use in The prosecution of the work, and used therein, then, this obligation to be void; otherwise To remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 49-41 through 49-43, inclusive, of the Connecticut General Statutes thereto And the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they were copied at length herein.

Signed and sealed this _____ day of _____ A.D., 2020:

In the Presence of:

(Principal)

By: _____

(Witness)

By: _____

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

(Witness)

_____ (SEAL)
(Surety)

(Witness)

By: _____

(Witness)

LABOR AND MATERIALSPAYMENT BOND

QUALIFICATIONS OF BIDDER

The Bidder is required to submit on the following page the information required in regard to his qualifications for the work.

A. The location, character, cost, date and names of engineers or officials in charge of similar work previously constructed by the undersigned are as follows:

B. The equipment which will be available for performing the work under this contract is as follows:

(If there has been any contract which the bidder has failed to complete satisfactorily, including those in which the surety has participated, the bidder shall definitely so state.)

Name of Bidder _____

Address _____

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

This project is subject to Federal and State Prevailing Wage Requirements.

**Attached are the applicable wage rates. Please use the higher of the two rates for
each classification needed.**

"General Decision Number: CT20200026 02/21/2020

Superseded General Decision Number: CT20190026

State: Connecticut

Construction Type: Building

County: Windham County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/21/2020

ASBE0033-002 06/01/2019

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 40.21	30.99

BRCT0001-001 01/06/2020

	Rates	Fringes
BRICKLAYER.....	\$ 35.71	33.31

BRCT0001-005 01/06/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	35.71	33.31

CARP0326-024 05/06/2019

	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 33.53	25.66

CARP0326-027 05/06/2019

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 33.53	25.66

CARP0326-028 05/06/2019

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 33.53	25.66

ELEC0090-012 06/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 38.50	3%+28.61

* ELEV0091-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.12	34.765

ENGI0478-004 04/07/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 39.88	24.80

ENGI0478-005 04/07/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 39.88	24.80

ENGI0478-012 04/07/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 40.97	24.80

ENGI0478-016 04/07/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....	\$ 40.97	24.80

IRON0015-010 06/03/2019

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 36.67	35.77

LABO0230-001 04/07/2019

	Rates	Fringes
LABORER		
Common or General.....	\$ 30.75	20.84
Mason Tender-Cement/Concrete.....	\$ 31.25	20.84

PAIN0011-021 06/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 34.62	21.80

PAIN0011-023 06/01/2019

	Rates	Fringes
PAINTER (Drywall Finisher/Taper).....	\$ 35.37	21.80

PLUM0777-001 06/01/2018

	Rates	Fringes
PLUMBER.....	\$ 42.62	31.21

PLUM0777-003 06/01/2018

	Rates	Fringes
PIPEFITTER.....	\$ 42.62	31.21

ROOF0009-001 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 37.60	20.65

SHEE0040-002 07/01/2019

	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 37.98	38.31

SHEE0040-006 07/01/2019

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.98	38.31

SHEE0040-008 07/01/2019

	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 37.98	38.31

TEAM0677-001 04/07/2019

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 29.72	24.52

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

PAYROLL NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER	(2) REGISTRATION EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE				(6) TOTAL HOURS	(5) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY							FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 3.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 39502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 848, 63 Stat. 108, 72 Stat. 887; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (e) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 281 OF TITLE 31 OF THE UNITED STATES CODE.

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Windham	Hampton	11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	\$43.62	32.06
Windham	Hampton	12) Well Digger, Pile Testing Machine	\$37.26	24.05 + a
Windham	Hampton	13) Roofer (composition)	\$36.70	19.85
Windham	Hampton	14) Roofer (slate & tile)	\$37.20	19.85
Windham	Hampton	15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	\$37.98	38.31
Windham	Hampton	16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 G-1, G-2, G-8 & G-9)	\$43.62	32.06
Windham	Hampton	-----TRUCK DRIVERS-----		
Windham	Hampton	17a) 2 Axle	\$29.51	24.52 + a
Windham	Hampton	17b) 3 Axle, 2 Axle Ready Mix	\$29.62	24.52 + a
Windham	Hampton	17c) 3 Axle Ready Mix	\$29.67	24.52 + a
Windham	Hampton	17d) 4 Axle, Heavy Duty Trailer up to 40 tons	\$29.72	24.52 + a
Windham	Hampton	17e) 4 Axle Ready Mix	\$29.77	24.52 + a
Windham	Hampton	17f) Heavy Duty Trailer (40 Tons and Over)	\$29.98	24.52 + a
Windham	Hampton	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$29.77	24.52 + a
Windham	Hampton	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$43.92	15.84 + a
Windham	Hampton	19) Theatrical Stage Journeyman	\$25.76	7.34
Windham	Killingly	1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings)	\$38.25	27.96
Windham	Killingly	1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems)		

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Windham	Killingly	which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
Windham	Killingly	1c) Asbestos Worker/Heat and Frost Insulator	\$40.21	29.30
Windham	Killingly	2) Boilermaker	\$38.34	26.01
Windham	Killingly	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	\$34.72	32.55 + a
Windham	Killingly	3b) Tile Setter	\$34.90	25.87
Windham	Killingly	3c) Terrazzo Mechanics and Marble Setters	\$31.69	22.35
Windham	Killingly	3d) Tile, Marble & Terrazzo Finishers	\$26.70	21.75
Windham	Killingly	3e) Plasterer	\$33.48	32.06
Windham	Killingly	-----LABORERS-----		
Windham	Killingly	4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	\$30.75	20.84
Windham	Killingly	4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproof/mixer/nozzleman (Person running mixer and spraying fireproof only).	\$31.00	20.84
Windham	Killingly	4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	\$31.25	20.84
Windham	Killingly	4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	\$31.75	20.84
Windham	Killingly	4d) Group 5: Air track operator, sand blaster and hydraulic drills.	\$31.50	20.84
Windham	Killingly	4e) Group 6: Blasters, nuclear and toxic waste removal.	\$33.75	20.84
Windham	Killingly	4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	\$31.75	20.84
Windham	Killingly	4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	\$29.03	20.84

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Windham	Killingly	4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	\$28.49	20.84
Windham	Killingly	4i) Group 10: Traffic Control Signalman	\$18.00	20.84
Windham	Killingly	5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	\$33.53	25.66
Windham	Killingly	5a) Millwrights	\$34.04	26.09
Windham	Killingly	6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$40.00	27.67+3% of gross wage
Windham	Killingly	7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	\$53.37	33.705+a+b
Windham	Killingly	----LINE CONSTRUCTION----		
Windham	Killingly	Groundman	\$26.50	6.5% + 9.00
Windham	Killingly	Linemen/Cable Splicer	\$48.19	6.5% + 22.00
Windham	Killingly	8) Glazier (Trade License required: FG-1,2)	\$37.18	21.05 + a
Windham	Killingly	9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$36.67	35.77
Windham	Killingly	----OPERATORS----		
Windham	Killingly	Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	\$40.97	24.80 + a
Windham	Killingly	Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	\$40.64	24.80 + a
Windham	Killingly	Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	\$39.88	24.80 + a

Building Rates

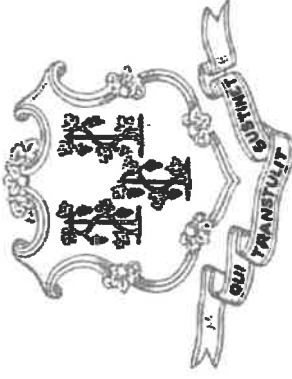
County	Town	Classification	Hourly Rate	Hourly Benefit
Windham	Killingly	Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	\$39.48	24.80 + a
Windham	Killingly	Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	\$38.87	24.80 + a
Windham	Killingly	Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	\$38.87	24.80 + a
Windham	Killingly	Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$38.55	24.80 + a
Windham	Killingly	Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	\$38.20	24.80 + a
Windham	Killingly	Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	\$37.79	24.80 + a
Windham	Killingly	Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	\$37.34	24.80 + a
Windham	Killingly	Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	\$35.24	24.80 + a
Windham	Killingly	Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	\$35.24	24.80 + a
Windham	Killingly	Group 12: Wellpoint operator.	\$35.18	24.80 + a
Windham	Killingly	Group 13: Compressor battery operator.	\$34.58	24.80 + a
Windham	Killingly	Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	\$33.41	24.80 + a
Windham	Killingly	Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$32.99	24.80 + a
Windham	Killingly	Group 16: Maintenance Engineer/Oiler.	\$32.32	24.80 + a
Windham	Killingly	Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$36.76	24.80 + a
Windham	Killingly	Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	\$34.26	24.80 + a
Windham	Killingly	-----PAINTERS (Including Drywall Finishing)-----		

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Windham	Killingly	10a) Brush and Roller	\$33.62	21.05
Windham	Killingly	10b) Taping Only/Drywall Finishing	\$34.37	21.05
Windham	Killingly	10c) Paperhanger and Red Label	\$34.12	21.05
Windham	Killingly	10e) Blast and Spray	\$36.62	21.05
Windham	Killingly	11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	\$43.62	32.06
Windham	Killingly	12) Well Digger, Pile Testing Machine	\$37.26	24.05 + a
Windham	Killingly	13) Roofer (composition)	\$36.70	19.85
Windham	Killingly	14) Roofer (slate & tile)	\$37.20	19.85
Windham	Killingly	15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1, SM-2, SM-3, SM-4, SM-5, SM-6)	\$37.98	38.31
Windham	Killingly	16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 G-1, G-2, G-8 & G-9)	\$43.62	32.06
Windham	Killingly	-----TRUCK DRIVERS-----		
Windham	Killingly	17a) 2 Axle	\$29.51	24.52 + a
Windham	Killingly	17b) 3 Axle, 2 Axle Ready Mix	\$29.62	24.52 + a
Windham	Killingly	17c) 3 Axle Ready Mix	\$29.67	24.52 + a
Windham	Killingly	17d) 4 Axle, Heavy Duty Trailer up to 40 tons	\$29.72	24.52 + a
Windham	Killingly	17e) 4 Axle Ready Mix	\$29.77	24.52 + a
Windham	Killingly	17f) Heavy Duty Trailer (40 Tons and Over)	\$29.98	24.52 + a
Windham	Killingly	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$29.77	24.52 + a
Windham	Killingly	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$43.92	15.84 + a

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Windham	Killingly	19) Theatrical Stage Journeyman	\$25.76	7.34
Windham	Plainfield	1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings)	\$38.25	27.96
Windham	Plainfield	1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
Windham	Plainfield	1c) Asbestos Worker/Heat and Frost Insulator	\$40.21	29.30
Windham	Plainfield	2) Boilermaker	\$38.34	26.01
Windham	Plainfield	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	\$34.72	32.55 + a
Windham	Plainfield	3b) Tile Setter	\$34.90	25.87
Windham	Plainfield	3c) Terrazzo Mechanics and Marble Setters	\$31.69	22.35
Windham	Plainfield	3d) Tile, Marble & Terrazzo Finishers	\$26.70	21.75
Windham	Plainfield	3e) Plasterer	\$33.48	32.06
Windham	Plainfield	-----LABORERS-----		
Windham	Plainfield	4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	\$30.75	20.84
Windham	Plainfield	4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	\$31.00	20.84
Windham	Plainfield	4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	\$31.25	20.84
Windham	Plainfield	4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	\$31.75	20.84



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

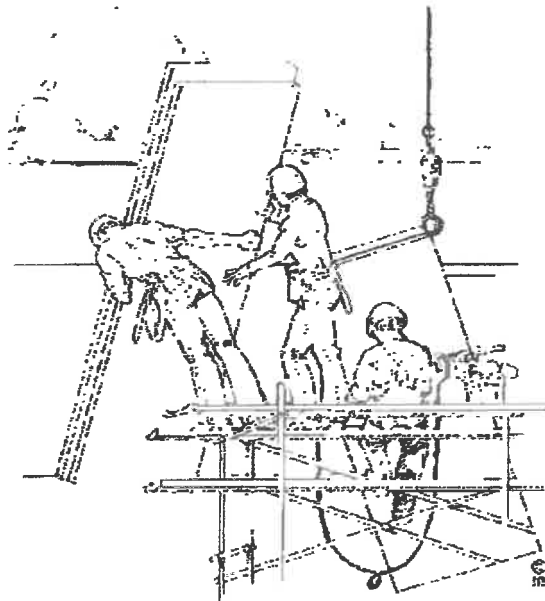
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

✎ Inquiries can be directed to (860)263-6543.



**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT**

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project

consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

**Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109**

Date Issued: _____

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week
Centre

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total Hours	Total OT Hour	BASE HOURLY RATE	TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTI FEDERAL STATE	FICA WITH- HOLDING HOLD
				S	M	T	W	TH	F	S								
												\$		1. \$				
												Base Rate		2. \$				
												\$		4. \$				
												Cash Fringe		5. \$				
												\$		6. \$				
												Cash Fringe		1. \$				
												\$		2. \$				
												Base Rate		3. \$				
												\$		4. \$				
												Cash Fringe		5. \$				
												\$		6. \$				
												Base Rate		1. \$				
												\$		2. \$				
												Base Rate		3. \$				
												\$		4. \$				
												Cash Fringe		5. \$				
												\$		6. \$				
												Base Rate		1. \$				
												\$		2. \$				
												Base Rate		3. \$				
												\$		4. \$				
												Cash Fringe		5. \$				
												\$		6. \$				

*IF REQUIRED

12/9/2013

WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS. MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS. DOCK BUILDERS. DIKERS. DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.*

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

**License required per Connecticut General Statutes: F-1,2,3,4.*

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **License required, drivers only, per Connecticut General Statutes.*

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

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

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

QUALIFICATIONS OF BIDDER

The Bidder is required to submit on the following page the information required in regard to his qualifications for the work.

A. The location, character, cost, date and names of engineers or officials in charge of similar work previously constructed by the undersigned areas follows:

B. The equipment which will be available for performing the work under this contract is as follows:

(If there have been any contract which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the bidder shall definitely so state.)

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following **PROJECT: Danielson Domestic Violence Shelter**
Scheduled Renovations and Modernization's
Killingly, CT.
(Name and location or address)

Danielson Domestic Violence Shelter

THE OWNER:
(Name, legal status and address)

Town of Killingly
172 Main Street
Killingly, CT. 06239

THE ARCHITECT:
(Name, legal status and address)

Fred Marzec – Architects, LLC
Architects and Planners
282 Franklin Street
Norwich, CT. 06360

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK

ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:14:00 ET on 02/28/2020 under Order No.9561711756 which expires on 02/27/2021, and is not for resale.
User Notes:

(1683239987)

- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:14:00 ET on 02/28/2020 under Order No.9561711756 which expires on 02/27/2021, and is not for resale.

User Notes:

(1683239987)

Certificates of Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

/

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, 15.1.5

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

Init.

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.3.2.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:14:00 ET on 02/28/2020 under Order No.9561711756 which expires on 02/27/2021, and is not for resale.

User Notes:

(1683239987)

Project, Definition of
1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, 11.2

Proposal Requirements
1.1.1

PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:14:00 ET on 02/28/2020 under Order No.9561711756 which expires on 02/27/2021, and is not for resale.

User Notes:

(1683239987)

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.

Init.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

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

Init.

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

init.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

Init.

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

Init.

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

Init.

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

Init.

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

Init.

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for AIA® Document A201™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:14:00 ET on 02/28/2020.

PAGE 1

for the following PROJECT: Danielson Domenstic Voilance Shelter
Scheduled Renovations and Modernization's
Killingly, CT.

...

Danielson Domestic Violence Shelter

...

Town of Killingly
172 Main Street
Killingly, CT. 06239

...

(Name, legal status and address)

Fred Marzec – Architects, LLC
Architects and Planners
282 Franklin Street
Norwich, CT. 06360

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:14:00 ET on 02/28/2020 under Order No. 9561711756 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

**SUPPLEMENTAL
GENERAL
CONDITIONS**

1. DEFINITIONS:

The following terms as used in this document are specifically defined as follows:

- A. **Contractor** means a person, firm or corporation with whom this contract is made.
- B. **Subcontractor** means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. **Owner** means either the authorized representative of the project site, the authorized representative of the Municipality or a combination of those representatives.
- D. **Work on or at the project** means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.
- E. **Apprentice** means; 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- F. **Trainee** means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- G. **Covered area** means the geographical area described in the solicitation from which this contract resulted.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

- H. **Director** means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- I. **Employer identification number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Form 941.
- J. **Minority** includes:
 - I. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin),
 - 2. **Asian and Pacific Islander** (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands),
 - 3. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification),
 - 4. **Portuguese** (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

2. REQUIRED PROVISIONS DEEMED INSERTED:

Each and every provision of law required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any provision is not inserted, or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

3. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

4. REPORTS, RECORDS AND DATA:

It is imperative that the contractor keep records and submit reports in strict

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

accordance with all sections of these General Conditions. Several different sections require specific information which may be addressed individually or in aggregate with other sections at the contractor's option. Provided all information is available, the Municipality will not mandate a specific format to be followed. If information submitted by the contractor is unclear or incomplete, the Municipality may request that the records/reports be re-submitted.

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this contract.

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain for each employee, their name, address, correct classification, rate (s) of pay (including rates of contributions or costs anticipated of the types described in section n I(b) (2) of the Davis- Bacon Act) , daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.S(a)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section

1(b)(2)(8) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.

The contractor will submit weekly certified copies of all payrolls to the Killingly Community Development Office. The payroll shall be accompanied by a statement signed by the employer or authorized representative indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the actual work performed. The submission of a " Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of labor under 29 CFR 5.S(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

The contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, State DOH and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

A. PAYROLLS AND BASIC RECORDS. Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

1. The name, address and social security number of each laborer and mechanic;
2. His or her correct work classification(s);
3. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
4. Daily and weekly number of hours worked, including any overtime hours;
5. Deductions made and actual net wages paid;
6. Evidence pertaining to any fringe benefit programs;
7. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

B. CERTIFIED PAYROLL REPORTS. Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the Killingly Community Development Office (CD Office) through the principal contractor.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

1. CPR Format. CPR information may be submitted in any form provided that the CD OFFICE can reasonable interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. CD OFFICE shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor' s reproduction and use.
2. Submission Requirements. CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week.
3. CPR Preparation. CPRs for each employer shall be numbered sequentially beginning with " 1 " The CPR for the last week of work to be performed on the project by each employer shall be clearly marked *Final*.
 - a. Employee Information. The first payroll on which each employee appears shall contain the employee's name, address and Social Security Number. Thereafter, the address and Social Security Number only need to be reported if there is a change in such information.
 - b. Apprentices or Trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentices' or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and rations shall also accompany the first CPR on which the first apprentice or trainee appears.
 - C. Split Classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked at Other Job Sites. The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases, the employer should list the employee's name, classification, hours this project only, and the rate of pay and gross earnings at this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.

4. "No Work" Payrolls. Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work *provided* that the CPRs are number sequentially or that the employer has provided written notice that its work on the project has been suspended.
5. Weekly Payroll Certification. Each weekly payroll shall be accompanied by a "*Statement of Compliance*". The Statement of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor or of a person authorized in writing by the principal. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
 - a. That the payroll for the payroll period contains the information required to be maintained (see 1}2- 7) and that the information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for in Regulations, 29 CFR Part 3; and
 - c. That each laborer or mechanic has been paid not less than

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

6. **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil prosecution under Section 1001 of Title 18 and **Section 231 of Title 31 of the United States Code.**
7. **Sole Proprietors.** Sole proprietors should not be used to complete this project. In the event that a contractor chooses to utilize sole proprietors on this project, the subcontractor must provide proof that he/she is a bona-fide contractor showing insurance and a license. The subcontractor will not be allowed to certify his/ her own hours on a certified payroll report; consequently, the general contractor must carry any sole proprietor on his/her payroll report and ensure that the sole proprietor subcontractor has been paid the appropriate wage and benefit for the work classification, and has been paid weekly.

5. OTHER PROHIBITED INTERESTS:

No official of the owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply

contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the owner who is authorized in a capacity to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

6. NO CONFLICT

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

7. NATIONAL HISTORIC PRESERVATION ACT OF 1966:

The contractor agrees to contribute to the preservation and enhancement of

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act of 1966 (80 Stat 915.16 USC 470) and Executive Order No. 11593 of May 31, 1971.)

8. CLEAN ACT and FEDERAL WATER POLLUTION CONTROL ACT:

The contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- A. The term " facility" mean s any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the contractor and the subcontractors for the construction, supply and service contracts entered into by the contractor.
- B. Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- C. In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- D. It will comply with all the requirements of Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guideline s issued thereunderr.
- E. It will promptly notify the Municipality of the receipt of any notice from the director of the Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of the contract is under consideration for listing on the EPA list of Violating Facilities;
- F. It will include the provisions of the foregoing paragraphs in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the air or Water Act (40 CFR.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;

- G. In the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR, 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Municipality, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

9. USE OF LEAD-BASED PAINTS:

If the work under his contract involves construction or rehabilitation of residential structures, or other structures in which children congregate, the contractor shall comply with the Lead-Based Poisoning Prevention Act (see 42 U.S.C. 4831). The contractor shall assure that paint used on the project on applicable surfaces does not contain lead in excess of the percentages set forth in "A" & "B" below. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total non-volatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

- A. For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five tenths of one percent (0.5%) lead by weight.
- B. For paint manufactured after June 22, 1977, paint may not contain lead in excess of six one-hundredths of one percent (0.06%) lead by weight.

As a condition to receiving assistance under the Act, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of Federal funds.

10. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

In the event that any of the provisions of these general conditions are violated by the contractor, or by any of his subcontractors, the owner may serve written notice upon the contractor and his surety of its intention to terminate the contract, such notices to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the contractor, such violations or delay shall cease and satisfactory arrangements or correction be made, the contract shall, upon the expiration of said ten

(10) days, cease and terminate. In the event of any such termination, the owner shall immediately serve notice upon the surety and the contractor. The surety shall have the right to take over and perform the contract; provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the owner may take over the work and prosecute the same to

completion by contract or by force account for the amount and at the expense of the contractor, and the contractor and his surety shall be liable to the owner for any excess cost occasioned by the owner. In such event, the owner may take possession of and utilize in completing the work, any materials, appliances, and plant as may be on the site of the work and necessary therefore.

11. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

12. CONTRACT AND CONTRACT DOCUMENTS:

The specifications form part of the contract, and the provisions thereof

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

are as binding upon the contracting parties as if they were herein fully set forth.

13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed by and between the contractor and the owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of the contract and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the contractor neglects, fails or refuses to complete the work within the time herein specified, or any property extension thereof granted by the owner, then the contractor agrees, as a part consideration for the awarding of this contract, to pay to the owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

The liquidated damages amount is fixed and agreed upon by and between the contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain and said amount shall be retained from time to time by the owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the owner, provided further that the contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:

- A. to any preference priority or allocation order duly issued by the government;
- B. to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
- C. to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the contractor shall, within ten (10) days from the beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the cause of delay, who shall beginning of such delay, unless the owner show grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

14. COMMUNITY DEVELOPMENT OFFICE'S AUTHORITY:

The Community Development Administrator and/or her designee shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Community Development Administrator shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The CD Office's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the engineer shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

question.

The Community Development Administrator shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the owner shall be adjusted and determined by the engineer.

15. CONTRACTOR'S OBLIGATIONS:

The contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the architect as given during the progress of the work. He shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the architect.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The Contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.

16. SUBCONTRACTING

The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

performed by specialty subcontractors.

The contractor shall not award any work to any subcontractor without the approval of the owner. Approval will not be given until the contractor submits to the owner a written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the owner may require.

The contractor shall be as fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

The contractor shall insert these same general conditions in any subcontract he awards.

17. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If through acts of neglect on the part of the contractor, any other contractor or subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the owner shall notify the contractor, who shall indemnify and save harmless the owner against any such claim.

18. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the contractor shall employ a construction superintendent or foreman who has full authority to act for the contractor. It is understood that the contractor's representative shall be acceptable to the owner.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

19. CORRECTION OF WORK:

All work, materials, processes of manufacture and methods of construction shall be subject to inspection by, and the acceptability of the Community Development Office at all times. Should they fail to meet her approval, they shall be reconstructed, made good, replaced and/or corrected by the contractor at his own expense.

20. CHANGES IN THE WORK:

No change in the work covered by the approved contract documents shall be made without having written approval of the Community Development Administrator. All changes (increasing or decreasing the contract amount) shall be determined by one or more, or a combination of the following methods:

- A. Time and materials previously established and approved;
- B. An agreed lump sum with back-up data.

21. ANTI-LOBBYING:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension , continuation, renewal, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. It will require that the language of paragraph (n) of this certification be

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

22. PAYMENT TO THE CONTRACTOR:

The owner shall make periodic progress payments to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure proper performance under the contract, the owner shall retain 5% of the amount of each estimate until final completion and acceptance of all work covered by the contract.

All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from his responsibility for the care and protection of materials and work upon which payment have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all the terms of the contract.

The contractor agrees that he will indemnify and hold the owner and its agents all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the contractor fails to do so, then the owner may, after having served written notice on the contractor, either pay unpaid bills of which the owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.

23. WITHHOLDING OF PAYMENTS:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

The Municipality may withhold payments necessary to pay laborers, mechanics, apprentices and trainees employed by the contractor or subcontractor on the work, the full amount of wages required by the contract. In the event of failure to pay any laborer, mechanic, apprentice or trainee employed or working on the site of the project or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Municipality may, after written notice to the contractor, sponsor, applicant

or owner, take such action as may be necessary to cause the suspension or any further payment, advance, or guarantee of funds until such violations have ceased.

24. GENERAL GUARANTY:

Neither the final payment nor partial or entire occupancy of the premises constitutes an acceptance of any work done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

25. INDEMNIFICATION:

The contractor and all of his subcontractors agree to defend, indemnify and hold harmless the Municipality, its Departments, agents and employees from any and all claims, liabilities, obligations and causes of action of whatsoever kind and nature for injury to, or death, including contractor employees, of any person and for damages to or destruction of property, or loss of use, including property of the Municipality, resulting in connection with work services or activities under this agreement regardless of cause except that the contractor shall not be required to assume responsibility or indemnify the Municipality of such injuries, damages or claims deemed by law to be due to the sole negligence of the Municipality, its employees or agents.

26. INSURANCE REQUIREMENTS:

The contractor shall procure, and maintain in effect for the duration of this

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

agreement, the following insurance coverages with insurers licensed or approved to conduct business in the State of Connecticut. All insurers must be satisfactory to the Municipality.

The selected contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for workers compensation insurance and general liability insurance with a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage and Auto Liability insurance in accordance with State law. The contractor shall indemnify and save harmless the Owner and the Municipality under these policies, which shall list the Department of Economic & Community Development, A.T.I.M.A., Town of Killingly, its agents and the Owner as additional insureds.

A. Workers Compensation and Employer's Liability:

Insuring in accordance with statutory requirements in order to meet obligations to employees in the event of injury or death sustained in the course of employment. Employer's Liability for employee suits shall not be less than one million (\$1,000,000.00) for each claim.

Cancellation Notice - Insurers must give no less than 30 day written notice in the event of either cancellation or non-renewal to the Municipality. Notice is to be to the attention of the Town of Killingly.

All policies are to be evidenced by Certificates of Insurance properly authorized by the insurer or their representative and must reflect all coverages. Certificates must be delivered to the town and the Community Development Office prior to any work or activity under this agreement.

27. APPRENTICES AND TRAINEES:

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, U. S. Department of Labor; or, if no such Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U. S. Department of Labor. The allowable

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire workforce under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2(G), or is not registered above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performs. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed in accordance with a program approved by the U. S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part Sa, Subtitle A, Title 29, Code of Federal Regulations (CFR).

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees shall also be subject to the provisions of Part Sa, Subtitle A, title 29, CFR. Apprentices and trainees shall be hired in accordance with the requirements of Part Sa.

28. MINIMUM WAGES:

All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or the development of this project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions permitted by regulations issued by the Secretary of labor under the Copeland Act (29CFR Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor contained herein, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. The posted wage determination shall contain a statement showing all deductions in accordance with the provisions of this contract, to be made from wages actually earned

by persons employed in each classification. For the purpose of this clause,

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv).

The transportation of materials and supplies to or from the work site, and the manufacturing or furnishing of materials, articles, supplies, or equipment on or to the site by employees of the contractor or any subcontractor, is work to which these Federal Labor Standards Provisions apply.

Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under this contract, shall be classified or reclassified conforming to the wage determination classification and a report of the action taken shall be sent by the local administering agency to the Secretary of Labor. In the event the interested parties cannot agree on the classification or reclassification of a particular class of laborers or mechanics (including apprentices and trainees) to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The owner shall require that whenever the minimum wage rate prescribed in the contract for a particular class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay the cash equivalent of such fringe benefit, an hourly cash equivalent thereto will be established. In the event the interested parties cannot agree upon a cash equivalent for that fringe benefit, the question and accompanying recommendation of the owner shall be referred to the Secretary of Labor for determination.

If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is part of this contract; provided however, that the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

The contractor agrees to comply with Executive Order 11588 issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

A. Complaints, Proceedings, or Testimony by Employees:

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or, in any other manner, discriminated against by the contractor or any subcontractor because the employee has filed a complaint or instituted (or caused to be instituted) any proceeding or who has testified (or is about to testify) in any proceeding under or relating to the applicable labor standards of this contract with the employer.

B. Claims and Disputes Pertaining to Wage Rates:

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this contract shall be promptly reported by the contractor in writing to the Town of Killingly.

C. Questions concerning certain Federal statutes and regulations:

All questions arising under this contract which relate to the application or interpretation of any of the five following requirements shall be directed to the Town of Killingly.

- I. Anti-kickback Act;
2. Contract work hours and Safety Standards Act;
3. Davis-Bacon Act;
4. Secretary of Labor's regulations pertaining to 1, 2 and 3 above;
5. The labor standards provisions of any other pertinent Federal statute.

29. OVERTIME REQUIREMENTS

No contractor or subcontractor shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of eight hours/day or in excess of forty hours/week, as the case may be.

In the event of any violation of the above, the contractor and any subcontractor responsible thereof, shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Liquidated damages shall be computed at \$10.00 per calendar day for each laborer or mechanic required or permitted to work in excess of eight hours or in excess of the standard week of forty hours without payment of the overtime wages required.

The Municipality may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, any sums necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages.

The contractor shall insert the foregoing stipulation in all subcontracts. Furthermore, subcontractors are to include these same requirements in any lower-tier subcontracts into which they may enter.

30. EQUAL EMPLOYMENT OPPORTUNITY:

- 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

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

with regulations adopted by the commission;

- C. The contractor agrees to provide each labor union or representative of workers with such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 46a-68e and 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e;
- 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 as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

Pursuant to the provisions of Conn. Stat. Sect. 4a-60a.

- 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 sexual orientations, 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;
- B. 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

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

employment;

- C. The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes;
- D. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

Executive Order 11246.30 Federal Regulations 12319 (1965) Equal Opportunity Clause.

"During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (I) and the provisions of paragraphs (I) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD (or the Commissioner of the Connecticut Department of Economic and Community Development) shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD (or the Commissioner of Connecticut Department of Economic and Community Development), the contractor may request the United States to enter into such litigation to protect the interest of the United States".

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

**Exemptions from above Equal Employment Opportunity Clause (4) CFR
Chap.60):**

- A. Contracts and subcontracts of \$10,000 or less (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance shall govern in determining the applicability of this exemption.
- B. Except in the case of subcontracts for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- C. Contracts and subcontracts of \$100,000 or less for standard commercial supplies or raw materials are exempt.

The contractor shall not be nor entered into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out sanctions and penalties for violation of these specifications and the Equal Employment Clause, including suspension, termination and cancellation of existing subcontracts, as imposed or ordered by the Office of Federal Contract Compliance in accordance with Executive Order 11246. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11 246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The contractor shall designate a responsible official to monitor all employment-related activity in order to ensure that the company EEO policy is being carried out. The designated official must keep records and submit reports relating to the provision hereof as required by the Municipality. Records shall include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Executive Order Number 3.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16 , 1971, and, as such, this contract may be canceled, terminated , or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 3, or any State or Federal law concerning nondiscrimination, notwithstanding that he Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order Number 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Executive Order Number 17.

This contract is subject to the provision of Executive Order Number 17 of Governor Thomas J. Meskill, promulgated February 15, _____? 1973, and, as such, this contract may be canceled, terminate d, or suspended by the Commissioner of Department of Economic and Community Development or the State

labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order Number 17 is incorporated herein by reference and made a part hereof. The parties agree t abide by sa id Executive Order and agree that the Commissioner of Department of Economic and Community Development and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

Certification of Non-segregated Facilities as required by 41CFR 60-1.8, must

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause shall be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$ 10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause:

- A. A certification of non-segregated facilities are required by the 32CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$ 10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

31. COPELAND "ANTI-KICKBACK" PROVISIONS:

The provisions of this section prescribe "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED- 162, to accompany the weekly submission of payroll forms.

Anyone making and/or using a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, is subject to being fined up to \$10,000 or imprisoned for up to five years, or both (refer to 18 USC 1001-72 Stat. 967).

The provisions of this section shall not apply to any contract of \$2,000 or less.

Upon a written finding by the head of a Federal Agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs below may be made without application to and approval of the Secretary of Labor.

- A. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal Social Security taxes.
- B. Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A " bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such a manner as to give the employee complete freedom of disposition of the advanced funds.
- C. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- D. Any deduction constituting a contribution on behalf of the employee to funds established by the employer or representative of the employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement , death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: provided, however, that the following standards are met:
 1. The deduction is not otherwise prohibited by law.
 2. It is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise.
 4. The deductions shall serve the convenience and interest of the employee.
- E. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
 - F. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
 - G. Any deduction s voluntarily authorized by the employee for making contributions to Community Chests, United Givers Funds and similar charitable organizations.
 - H. Any deductions voluntarily authorized by the employee for maki g contributions to governmental or quasi-governmental agencies.
 - I. Any deductions to pay regular union initiation fees and membership dues (not including fines or special assessments) as long as a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.
 - J. Any deduction s not more than for the " reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25 (a) of this title shall be kept.
32. By execution f this agreement, the municipality hereby certifies that for all sub-grants, contacts and subcontracts:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Municipality shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

33. SECTION 3

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD' s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD' s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Notification To Bidders/Grantees:

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and when the awarding agency is the state, Section 46a71(d) of the Connecticut General Statutes. *There* are Contract Compliance Regulations codified at Section 4114g-1 et. Seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of alt contracts covered by Sections 4114a and 46a-71(d) of the Connecticut General Statutes. According to Section 4-114a-3(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 4-114a 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* the daily *affairs* of the enterprise; (2) who have the power to direct the management and policies of the enterprise' and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans... (2) Hispanic *Americans...*(3) Women... (4) Asian Pacific *Americans* and Pacific Islanders; or (5) American Indians..." The above definitions apply to the contract compliance requirements by virtue of section 4-114a-1 (10) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidders/grantee's qualifications under the contract compliance requirements:

- a.** The bidder's/grantee's success in implementing an affirmative action plan;
- b.** The bidder's/grantee's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c.** The bidder's/grantee's promise to develop and implement a successful affirmative action plan;
- d.** The bidder's/grantee's submission of EEO-1 data indicating that the composition of the work force *is* at or near *parity* when compared to the

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

racial and sexual composition of the work force in the relevant labor market area; and

e. *The bidder's/grantee's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a03 (10) of the Contract Compliance Regulations.*

INSTRUCTION: Bidder/Grantee must sign acknowledgment below, detach along dotted line and return Acknowledgment to Awarding Agency along with bid proposal _____

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders/Grantees" form.

Signature:

Date:

on behalf of:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Name of Bidder _____

Address _____

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION

General: This Project '**Danielson Domestic Violence Shelter Scheduled Renovations and Modernization's, Killingly CT.**', and is so described in Drawings and Project Manual known as **Contract Documents**, dated Dec. 23, 2019. This work covers the indicated renovations and modernizations, both exterior and interior areas and location of the existing building, and all construction to the existing building located on the indicated site. The scheduled construction covers the complete construction of the work indicated in the drawings and specifications.

The building is existing, and of 1940's vintage construction, converted residential building with a timber framed barn structure attached. Work covers both exterior and interior surface, materials, repairs, replacements, indicated demolition work, and various updates and changes to existing HVAC, Electrical and Plumbing systems and components.

There will be a **Pre-Bid** on site visitation '**Mandatory**', commencing in the Town Meeting Room of the Killingly Town Hall scheduled for **March 11, 2020, at 10 AM.** Allowing contractors to assemble to obtain specific information and requirements for this project and its working conditions. From this location, all attending contractors shall then travel to the building site for observations, walkthrough and understandings of the Project.

This work is scheduled to begin as soon as possible and continue throughout the year, spring and summer seasons. *This contractor to acknowledge and agree to: The staff and occupants will be relocated during the construction period; However, storage containers will be on-site for the holding of existing office furnishings through-out the construction period, placed in a location acceptable to the Contractor.* This Contractor's work shall be scheduled and developed to allow the contract and its forces, full use of the existing facility during normal operations as well as providing for access through the site and existing building construction areas for scheduled visits by the design team and AHJ's. Including providing EXIT ACCESS routes through the building to EXITS and access to PUBLIC WAYS.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

This Contractor shall provide, and be fully responsible for and install, and maintain all flagged fenced, and protected paths of travel to and from the building and specific exit areas.

Demolition of indicated areas or parts of the existing building, and its grounds
For relocation of existing underground and surface utilities indicated for the construction and operation of the scheduled work at building. Preparation and construction of new parking areas at specified locations of the property.

Modifications to existing and added new electrical power supply and service equipment.

Site modifications and alterations noted.

Architectural / Structural /Mechanical & Electrical work, for the complete erection and construction of the intended design.

The new work is to be constructed in a manner that reduces to the minimum interferences with the existing facility. Work shall be scheduled on a priority basis from the building shell to the interior scheduled work, always keeping the existing construction weather tight and secure.

Review of all existing conditions, both from work to be performed outside of the existing building, work within the exterior walls of the existing building, and also existing building construction and routing of construction materials through existing portions of the structure and site. Preparations of shop drawings for the fabrication and erection of scheduled components of the building.

Preparation and installation of concrete footings and foundations, including indicated concrete slabs indicated within the Contract Documents.
Placement of exterior wall and roof assemblies and flashing to form a watertight barrier.

Construction of walls and surfaces to support the building and its operating components.

Placement of all required structural framing and support systems.

Installation of all, HVAC, Electrical and Plumbing design components indicated in the Contract Documents.

Completion of site modifications, improvements and paving materials indicated.

The work described herein, does not address the full and complete scope of the project, but provides a general list of the type work indicated for this project.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

The Contractor is to prepare a work schedule, approved by the Owner and Design Team, carefully identifying areas of work, time frames, dates, etc. necessary and coordinated with Owner's ability to acknowledge the length of intended construction / renovations, and the Contractor's ability to do scheduled construction.

The work shall continue until the project is completed and finished in every way, ready for the Owner's use occupation and as intended.

In addition, all work must be prepared, administered and installed in a completely safe manner, securing the building and grounds at the end of each day's work.

CONTRACTOR USE OF PREMISES:

General: The Contractor shall limit his use of the premises to the work indicated. This Contractor shall;

1. **Use of the Site:** Confine operations at the building site to the areas permitted under the Contract. Portions of the building site beyond areas on which work is indicated are not to be disturbed. Conform to rules and regulations affecting the work while engaged in project construction. Contact the Owner to coordinate the requirements for parking of trailers, equipment and work force vehicles.
2. Coordinate with the Owner when and if the existing parking areas and access drives may be interrupted for scheduling of construction materials, works forces etc. This contractor shall be responsible to restore any and all existing areas disturbed by this contractor or its forces, back to the original surfaces, and materials.
3. The site has a limited area to meet the Owners needs and services, do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
4. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place. Work with the Owner's site restrictions for on site parking and storing vehicles and materials.
5. **Precaution:** The General Contractor is reminded that this project is in a residential area of the town and shall maintain the site, and building in a safe condition, free of debris, and the outside grounds adjacent to the building area for the protection of personnel at the project site during demolition and construction.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

Debris shall be cleaned up on a daily basis, leaving the site reasonably clean and in a safe manner the end of each day's work.

Contractor Use of the Existing Building: Maintain the existing building in a safe and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period.

1. Keep public areas such as hallways corridors, stairs and offices free from accumulation of waste material, rubbish, or construction debris.
2. Smoking or open fires will not be permitted within the building enclosure or on the premises.

OWNER OCCUPANCY:

Occupancy: The Owner will not be in occupancy the building or site during the entire period of construction. Cooperate fully with owner's restriction and use of the building site for storage and parking of vehicles and equipment. Ensure the building and site allow full access of emergency services during the life of the construction for this contract.

ALTERATIONS AND COORDINATION

General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams, and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

MISCELLANEOUS PROVISIONS:

This Contractor to prepare a work specific schedule (graphic and written) showing dates and locations of various portions of work (i.e. demolition, new installation, painting Punch listing, inspection, etc.) This schedule to be reviewed by Owner, Architect / Engineer, local Fire Marshal and Building Official with signed approval by Owner & Contractor prior to commencement of any construction work.

The approved work schedule to have place for each subcontractor to sign and acknowledging their scheduled dates, time and work.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly CT.**

PROJECT REVIEW

This Contractor to review each area of work to the building and site to fully comprehend the type, volume of work, and any complexities which might be encountered in performing the scheduled work.

PROJECT CONDITIONS

This project building is presently a Mixed-Use Residential Care Shelter and, in a Type, 5B Un- Protected Construction. The building will not be occupied during intended construction. This Contractor is informed that work carried out under this scope of the Contract Documents is to acknowledge the above facts and procedures and construction and means to be coordinated and completed, acknowledging the conditions of the building and full access by the Contractor of Record.

This Contractor to provide all means of producing proper ventilation in work areas through the use of mechanical means, reducing the accumulation of odors, fumes, or toxic gases from the construction procedures. No noticeable amount of accumulated odor, gas, or other substance as deemed by the local fire marshal and health official will be allowed.

At the close of each day's work, the building is to be clean of all accumulated construction debris, properly disposed off site; the building shall be secured from unauthorized entrance. There shall be no storage of trash or construction debris allowed inside overnight or when no construction work activity is planned.

The Contractor will be allowed the option of "Pre-Fabricating" work if in the Contractor's opinion he can complete the installation and required safety of the work within the scope of a typical day.

END OF SECTION 01010

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification sections, apply to work of this section.

Allowances shall not include Contractor's costs for unloading and handling at site, overhead, profit and other expenses contemplated for stated allowance amounts. These shall be included in the Contract Sum and not in the allowances. Labor, installation cost and material cost shall be in the unit price method as addressed in the Form of Proposal.

Coordinate allowance work with related work to ensure that each selection is completely integrated and interfaced with related work.

DESCRIPTION OF REQUIREMENTS:

Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work and further requirements thereof (if any) will be issued by change order.

Types of allowances scheduled herein for the work include the following:

Lump sum allowances
Unit-cost allowances

Selection and Purchase: At earliest feasible date after award of Contract, inform the Architect/Engineer of scheduled dates when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.

As requested by the Architect, obtain and submit proposals for the work of each allowance for use in making final selections, include recommendations for selection which are relevant to the proper performance of the work.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

The Allowances indicated shall be held by the Contractor and administered by the Owner, who shall designate their use by the issue of appropriate change orders for minor changes in the work.

Money not expended at the date of substantial completion shall be returned to the Owner and the Allowance terminated by change order.

SCHEDULE OF ALLOWANCE:

Allowance #1:

For unforeseen conditions & issues	\$ 30,000.00
------------------------------------	--------------

END OF SECTION 01020

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

1. Coordination and meetings.
2. Administrative and supervisory personnel.
3. Limitations for use of site.
4. Special reports.
5. General installation provisions.
6. Cleaning and protection.

COORDINATION AND MEETINGS:

- A. **General:** Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. **Coordination Drawings:** Prepare coordination drawings where work by separate entities required fabrication of off-site products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface, and shall indicate sequence for installation. Comply with all requirements of the "Submittals" section.
- C. **Monthly Coordination Meetings:** Hold, on a minimum basis, monthly general project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meeting.

Request representation at each meeting by every party currently involved in

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

coordination or planning for the work of the entire project. Conduct planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to every one in attendance and to others affected by decisions or actions resulting from each meeting.

ADMINISTRATIVE/SUPERVISORY PERSONNEL:

- A. **General:** In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.
- B. **Project Coordinator:** Provide a full-time Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installation, protection of each other's work, cutting and patching tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, test, and temporary facilities and services.
- C. **Submittal of Staff Names, Duties:** Within 15 days of Notice to Proceed, submit a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

SURVEYS AND RECORDS/REPORTS:

- A. **General:** Working from lines and levels established by the property survey, establish and maintain benchmarks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerance. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

LIMITATIONS ON USE OF THE SITE:

General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to

these limitations and requirements administer allocation of available space equitable

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

REPORTING UNUSUAL EVENTS: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, and response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

REPORTING ACCIDENTS: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION:

Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each section of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that section of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect of scheduled meeting dates.

- A. At each meeting review progress of other work and preparation for the particular work under consideration including specific requirements for the following:
1. Contract documents
 2. Deliveries
 3. Shop drawings, product data and quality control samples.
 4. Possible conflicts and compatibility problems
 5. Time schedules
 6. Weather limitations.
 7. Manufacturer's recommendations
 8. Compatibility of materials.
 9. Acceptability of substrates.
10. Temporary facilities

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

11. Inspection and testing requirements.
 12. Required performance results.
 13. Recording requirements
 14. Protection.
- B. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect/Engineer.
- C. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.
- D. Installer's Inspection of Conditions: Require the Installer of each major section of work to inspect the substrate to receive work and conditions under which the work is to be performed. The installer shall report all unsatisfactory condition in writing to the Contractor and Architect. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- E. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
- F. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- G. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.
- H. Recheck measurements and dimensions of the work, as an integral step of starting each installation.
- I. Install each section-of-work during weather conditions and project status which

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

will ensure the best possible results in coordination with the entire work. Isolate each section of work from incompatible work as necessary to prevent deterioration.

- J. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- K. Mounting Heights: Where mounting heights are not indicated mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.

CLEANING AND PROTECTION:

- A. General: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.

Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- B. Limiting Exposure of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous or otherwise deleterious exposure during the construction period.

END OF SECTION 01040

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 01045 - CUTTING & PATCHING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definition: "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."

Refer to other sections: of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

QUALITY ASSURANCE:

Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

PART 2 - PRODUCTS:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

MATERIALS:

General: Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching that are identical to existing materials. If identical materials are not Available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or -better performance characteristics.

PART 3 - EXECUTION

INSPECTION:

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.

Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. 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.

PREPARATION:

Temporary Support: To prevent failure provide temporary support of work to be cut.

Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

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

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

PERFORMANCE:

General: Employ skilled workmen to perform cutting and patching work. Except as

otherwise indicated or as approved by the Architect, proceed with cutting and patching at

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

the earliest feasible time and complete work without delay.

Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping, cut through concrete and masonry using a cutting machine such as a Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished side surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be remove, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

CLEANING:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division- 1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS

General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples, and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

1. Refer to other Division - 1 sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include but are not limited to the following items:

- Permits
- Payment applications
- Performance and payment bonds
- Insurance certificates
- Inspection and test reports
- Schedule of values
- Progress reports
- Listing of subcontractors

Shop Drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

- Fabrication and installation drawings
- Setting diagrams
- Shop-work manufacturing instructions
- Templates
- Patterns
- Coordination drawings (for use on-site)
- Schedules

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Design mix formulas

Standard information prepared without specific reference to a project is not considered to be shop drawings.

Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

Manufacturer's product specifications and installation instructions

Standard color charts

Catalog cuts

Roughing-in diagram and templates

Standard wiring diagrams

Printed performance curves

Operational range diagrams

Standard product operating and maintenance manuals

Samples are physical examples of work, including but not limited to the following items:

Partial sections of manufactured or fabricated work

Small cuts or containers of materials

Complete units of repetitively-used materials

Swatches showing color, texture and pattern

Color range sets

Units of work to be used for independent inspection and testing

Miscellaneous submittals: are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

Specially-prepared and standard printed warranties

Maintenance agreements

Testing and certification reports

Record drawings

Field measurement data

Operating and maintenance manual

Keys and other security protection devices

Maintenance tools and spare parts

Overrun stock

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SUBMITTAL PROCEDURES:

General: Refer to the General Conditions for basic procedures for submittal handling:

Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's/ Engineer's need to review a related submittal. The Architect/ Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

COORDINATION OF SUBMITTAL TIMES: Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.

REVIEW TIME: Allow sufficient time (minimum of 14 days) so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

SUBMITTAL PREPARATION: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

Project name

Date

Name and address of Architect

Name and address of Contractor

Name and address of subcontractor

Name and address of supplier

Name of manufacturer

Provide a space on the label for the Contractor's review and approval markings, and a space for the Architect's "Action" marking.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SUBMITTAL TRANSMITTAL: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect, and to other destinations as indicated, by use of a transmittal form. Sub-transmittals received from sources other than the Contractor will be returned to the sender "without action".

1. **Transmittal Form:** Prepare a draft of a transmittal form and submit it to the Architect for acceptance. Provide on the form places for the following information:

Project name
Date
To:
From:
Names of subcontractor, manufacturer and supplier
Reference
Category and type of submittal
Submittal purpose and description
Submittal and transmittal distribution record
Signature of transmitter

Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.

Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

SPECIFIC SUBMITTAL REQUIREMENTS:

General: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements herein for each type of submittal.

1. Where it is necessary to provide intermediate submittals between the initial and final submittals provide and process intermediate submittals in the same manner as for initial submittals.

Shop Drawings: Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

other work. Provide special notation of dimensions that have been established by field measurements. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

1. Coordination Drawings: Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.
2. Do not permit shop drawing copies without an appropriate final "Action" marking by the Architect/Engineer to be used in connection with the work.
3. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8 1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process and the Architect/Engineer's "Action" marking.

Initial Submittal: Provide five blue-line or black-line prints; the reproducible print will be returned.

Final Submittal: Provide 3 prints plus 2 additional prints where they are required for maintenance manuals. Two prints will be retained; the remainder will be returned. One of the prints returned will be marked -up and maintained by the Contractor as a "Record Document".

Product Data: General information required specifically as product data includes manufacturers standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notations of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

Preparation: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products,

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

1. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

Submittals: Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. therefore, the initial submittal is also the final submittal, except where the Architect observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action"

1. Provide a preliminary single-copy submittal where required, for selection of options by the Architect.
2. Initial Submittal: Except as otherwise indicated in individual sections of these specifications, submit 3 copies of each required product data submittal, plus 2 additional copies where required for maintenance manuals. The Architect/Engineer will retain one copy, and will return the others marked with "Action" and corrections or modifications as required.
3. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.
4. Final Distribution: Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturer, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal forms.
5. Installation Copy: do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.

Samples: Submit samples for the Architect's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final sample's submittal and the actual work as it is delivered and installed.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect's review and "Action" indication on sample submittals.
2. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.
3. Refer to Division-15 and Division-16 sections for additional general requirements applicable to samples for mechanical and electrical work, respectively.

Closeout Submittals: Refer to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools and similar items.

Record Documents: Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which the Contractor's option, may be reduced to not less than half size.

Operating and Maintenance Data: Furnish 2 bound copies of operating data and maintenance manuals.

Materials and Tools: Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and, similar physical units to be submitted.

Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspections and test reports accordingly.

Warranties: Refer to Section 01341 Guarantees/Warrantees, and each section of specifications for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements, in addition to copies desired for the Contractor's use, furnish 3 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for Architect's use. Where workmanship, whether at the project site or elsewhere is governed by standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect/Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

ARCHITECT/ENGINEER'S ACTION:

General Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "Action" and where possible return within 2 weeks of receipt. Where the submittal must be held for coordination the Architect/Engineer will so advise the Contractor without delay.

Action Stamp: The Architect will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and re-submitted (use not permitted) or without action (as explained on the transmittal form).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01340

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 01341 - GUARANTEES/WARRANTIES

GENERAL:

- A Submit Guarantees or Warranties in triplicate on firm's letterhead, properly executed and enacted. Submit in the following form, unless specified otherwise:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

We, _____ (Firm Name) _____, hereby guarantee (or warrant) all _____ (DESCRIPTION OF WORK OR PRODUCT) _____ for a period of _____ years after the substantial completion of the Project indicated above, against _____ (DESCRIPTION OF THE SPECIFIC TYPES OF FAILURES OF MATERIAL AND/OR WORKMANSHIP) _____, in accordance with the requirements of Section _____ (NUMBER) _____, _____ (SECTION TITLE) _____, page _____ (NUMBER), article _____ (NUMBER) _____, of the Contract Documents.

Signed _____ (SUBCONTRACTOR) _____
by _____ (AUTHORIZED AGENT) _____
Title _____
Business Address _____

Signed _____ (CONTRACTOR) _____
by _____ (AUTHORIZED AGENT) _____
Title _____
Business Address _____

- b. All Guarantees or Warranties supplied by suppliers or manufacturers shall be countersigned by the Sub Contractor and the General Contractor)
- c. All signatures and seals (if required) shall be originals, no copies shall be accepted.

END OF SECTION 01341

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 01500 - TEMPORARY UTILITIES AND FACILITIES

Part 1 - GENERAL:

The Owner shall allow a temporary water and electrical energy connection, as required by the Contract for the prosecution of the work. The General Contractor shall be responsible to meet all applicable codes and requirements for temporary extension and connections of power and water use.

The Contractor to provide electrical distribution systems as required for the prosecution of the scheduled work in accordance with all applicable codes, NEC regulations and standards of sufficient capacity to cause no delay in the work. The Contractor shall maintain existing electrical wiring and lighting in operating order during this construction.

The building site has water available, this contractor will be allowed use of the existing water supply for general purpose, to make all temporary connections as may be required to provide this construction project any and all water needs. All work shall be carried in full conformance to all State of Connecticut Public Health regulations, new services and providing temporary electric and water service through construction, and standards for temporary water supply.

As these utilities are being rendered as part of construction, it is the contractor's responsibility to coordinate and schedule removal of existing services, furnishing of new services and providing temporary electric and water services through the construction project, its phases of work and area of construction. The use of existing electrical and water supply is to be used carefully and with reasonable controls. Abuse of the use of Owner supplied electrical and water utilities may be terminated and the Contractor will be responsible to provide all required electrical power and water at its own cost and control.

This Contractor shall provide temporary heat for use by the Contractors and subcontractors personnel, for the protection and drying out of the work and comfort of workmen.

The Contractor shall be responsible for the purchase/rental and use of a single occupant self-contained toilet unit of the chemical, aerated re-circulation, or a combustion type properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. This will include all required maintenance of these facilities to provide a clean and sanitary condition. Provide adequate supply of toilet paper and paper towels.

END OF SECTION 01500

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

- A. Emulsified asphalt shall conform to section M.04.01 of the State Specifications. The emulsified asphalt shall be RS-1, rapid setting or SS-1, slow setting depending on the temperature at the time of application.

2.02 WATERBORNE PAVEMENT MARKING PAINT

- A. Waterborne pavement marking paint shall conform to sections M.07.20 and M.07.21 of the State Specifications. Paint shall be white unless otherwise indicated on the Contract Drawings or as required by applicable codes or regulations. Glass beads are not required.

PART 3 - EXECUTION

3.01 BITUMINOUS CONCRETE

- A. The methods employed in performing the work and all equipment, tools, machinery and plant used in handling material and executing any part of the work shall conform to the requirements of article 4.06.03 of the State Specifications.
- B. Pavement repairs for trenches or when matching existing pavement shall include the application of a tack coat on the vertical surfaces of existing pavement. Care should be taken so that the tack coat is applied in a layer thick enough to allow a bond to develop but thin enough so that "bleeding" of the asphalt does not occur.
- C. Compaction tests shall be performed with an approved nuclear density testing device at intervals to be determined by the Architect. In no case shall less than three tests per course be performed each day.
- D. Areas of pavement not in conformance with these requirements shall be removed and replaced or repaired as directed by the Architect at the Contractor's expense. Additional testing of failed areas will be required to ensure satisfactory repair. Such additional testing shall be at the Contractor's expense.

3.02 PAINTED PAVEMENT MARKINGS

- A. Painted pavement markings shall be installed in accordance with article 12.09.03 of the State Specifications with the exception of glass beads which are not required.

END OF SECTION 02510

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 02510 – BITUMINOUS CONCRETE

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division -1 Specification section, apply to work of this section.

DESCRIPTION OF WORK:

This work shall include furnishing all labor, materials and equipment for the construction of two course bituminous concrete pavement upon an existing gravel base as shown on the Contract Drawings. Also included is the installation of painted pavement markings to match existing conditions.

RELATED WORK:

Other specification sections which relate to the work of this section include, but are not limited to the following:

Section 02515 – Bituminous Concrete Lip Curbing

SUBMITTALS

The Contractor shall submit the following samples, certifications or test results prior to use on the project:

1. Product certification for bituminous concrete binder and surface courses.
2. Tonnage slips for all material used on the site.
3. Compaction test results for all compaction tests performed on the site.
4. Product data for pavement marking paint.

PART 2 - PRODUCTS

- A. All materials for bituminous concrete mixture, sources of supply, formula for mix, mix tolerances, approval of mix formula and the control of the mixture shall conform to section M.04.01 of the State Specifications.
- B. Binder course bituminous concrete shall conform to Class 1 mix requirements.
- C. Surface course bituminous concrete shall conform to Class 2 mix requirements.

2.01 EMULSIFIED ASPHALT FOR TACK COAT

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 02515 – BITUMINOUS CONCRETE LIP CURBING

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division -1 Specification section, apply to work of this section.

DESCRIPTION OF WORK:

This work shall include all labor, materials and equipment for the construction of machine laid bituminous concrete curbing on the pavement as shown on the Contract Drawings.

RELATED WORK:

Other specification sections which relate to the work of this section include, but are not limited to the following:

Section 02510 – Bituminous Concrete

SUBMITTALS

The Contractor shall submit the following samples, certifications or test results prior to use on the project:

1. Product certification for bituminous concrete.

PART 2 - PRODUCTS

2.01 BITUMINOUS CONCRETE:

- A. Materials for this work shall conform to the requirements of section M.04 of the State Specifications. Bituminous concrete for curbing shall conform to the requirements of a Class 3 mix.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Construction methods shall conform to the requirements of article 8.15.03 of the State Specification.

END OF SECTION 02515

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 05500 - METAL FABRICATIONS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division -1 Specification section, apply to work of this section.

DESCRIPTION OF WORK:

Definition: Metal fabrication include items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.

Extent of metal fabrications is indicated on drawings or specified here-in.

Types of work in this section include metal fabrication for:

- Loose bearing and leveling plates
- Loose steel lintels
- Miscellaneous framing and supports
- Steel pipe railings and guard railing
- Aluminum pipe railing and guard rails
- Painted Steel Bollards

QUALITY ASSURANCE:

Shop Assembly: Pre-assemble items in the shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and coordinate installation.

SYSTEM PERFORMANCE:

Structural Performance: Provide assemblies which, when installed comply with the following minimum requirements for structural performance, unless otherwise indicated.

Handrails and Guardrails: (per Sections 4.4 of ASCE 7-95)

Toprails: Capable of withstanding the following loads applied as indicated when tested per ASTM E-935

Concentrated loads of 200 lbs. pf. applied at any point in any directions.

Uniform loads of 50 lbs. per lineal ft. applied in both vertical and horizontal directions.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Concentrated and uniform loads above need not be assumed to act concurrently.

Guards: Intermediate rail, balusters, and panel fillers capable of withstanding a uniform load of 50 lbs. on an area not to exceed 1 SF over the gross area of the guard, including any open areas, or which they are a part.

SUBMITTALS

Shop drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include data on material, strength thickness, manufacturer's model number. Provide plans, elevations and details of sections and connections. Show anchorage and accessory items.

Note: Where material / fabrication is indicated to comply with certain requirements for design loading, include Structural Computations showing requirements for meeting stresses required at anchorage, post supports, railing etc. as needed for structural review. Provide a Professional Engineers Signature and Seal showing that design parameters are met.

PART 2 - PRODUCTS

MATERIALS:

Aluminum: Provide alloy and temper recommended by aluminum producer of finishes for type and use and finish indicated, and without less than the strength and durability properties of the alloy and temper designated below for each type of aluminum.

Extruded Pipe & Tube: ASTM B-429, 6063-T6

Ferrous Metals

Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

Steel Plates, Shapes and Bars: ASTM A 36

Steel Pipe Rails: ASTM A 53 - Type 'B' grade (if applicable) as selected by fabricator and as required for design loading, black finish unless galvanizing is indicated.

Note all Exterior railings and handrails are to be galvanized.

Structural Steel Sheet: Hot-rolled, ASTM A 570; or cold-rolled ASTM A 611, Class 1; of grade required for design loading.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

Concrete Inserts: Threaded or wedge type; galvanized ferrous casting, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims are required, hot-dip galvanized, ASTM A 153.

Fasteners:

General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.

Bolt and Nuts: Regular hexagon head type, ASTM A 307, Grade A

Lag Bolts: Square head type, FS FF-B-561

Machine Screws: Cadmium plated steel: FS FF-S-92

Wood Screws: flat head carbon steel: FS FF-S-111

Plain Washers: round, carbon steel: FS FF-W-92

Masonry Anchorage Devices: Expansion shields: FS FF-S-325

Toggle Bolts: Tumble-wing type, FS FF-B-588: type, class and style as required.

Lock Washers: Helical spring type carbon steel: FS FF-W-84

Paint:

Shop Primer for Ferrous Metal: Manufacturer's or Fabricator's standard, fast-curing, lead-free, "universal" primer, selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.

FABRICATION - GENERAL:

Workmanship: Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to radius of approximately 1/32" unless otherwise indicate. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners, wherever possible. Use exposed fasteners of type indicated or, if not indicated, Philips flat-head (countersunk) screws or bolts.

Provide for anchorage of type indicated, coordinate with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.

Shop Painting:

Apply shop primer to surfaces of metal fabrications except those which are galvanized or as indicated to be embedded in concrete or masonry, unless otherwise indicated.

Surface Preparation: Prepare ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed met fabrications:

Exteriors (SSPC Zone 1B): SSPC-SP6 "Commercial Blast Cleaning"

Interiors (SSPC Zone 1A): SSPPC-SP3 "Power Tool Cleaning"

Fabricate items to size, shapes and dimensions required. Furnish malleable-iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.

Pipe Bollards: Provide and install 8" dia. pipe bollards constructed of scheduled 40 galvanized steel pipe, approximately 42" above finished grade and 42" below grade, with 2 #5 reinforcement rods and concrete filled (Fc= 3000#). Concrete fill to extend full length of bollards with a concrete cap extending approximately 1" over the top of the pipe line. Concrete cap to be rounded off and troweled smooth producing a smooth sealed surface. Base of bollard to be encased in a concrete footing measuring 16" in dia. and at least 30" in height, beginning 8" below the bottom of the bollard. Bollard to be painted red base color with diagonal yellow hazard striping 6" wide at a 45-deg. angle. Paint finish to be fully compatible with galvanized coating.

PART 3 - EXECUTION

PREPARATION:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

Coordinate and furnish anchorage, setting drawings, diagrams, templates, instructions, and directions for installation of anchorage, such as concrete inserts, sleeves, anchor bolts and miscellaneous items have integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery or such items to project sit.

INSTALLATION

General

Fastening to In-Place Construction: provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.

Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plus, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in foot work for items which are to be built into concrete masonry or similar construction.

Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.

Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

ADJUST AND CLEAN:

Touch-Up Painting: Immediately after erection, clean filed welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same materials as used for shop painting.

Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.

END OF SECTION 05500

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification sections apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Rough Carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Rough carpentry includes the following work items.

- Wall and roof framing with dimensional lumber
- Floor and roof sheathing
- Engineered Lumber (LVL)
- Parallam Strand Lumber (PSL)
- Wood grounds, nailers and blocking
- Pressure Treated Wood
- Concealed wood blocking for support of toilet and bathroom accessories

SUBMITTALS:

Shop Drawings: Shop drawings shall be provided by the manufacturer showing layout and details necessary for determining fit and placement in the building.

Design Calculations: Design calculations, as applicable herein, shall be prepared and submitted by the manufacture under supervision of a professional engineer registered in the State of Connecticut.

Material Certificates: Where dimensional lumber is provided to comply with minimum allowable unit stresses, submit listing of species and grade selected for each use, and submit evidence of compliance with specified requirements. Compliance may be in form of a signed copy of applicable portion of lumber producer's grading rules showing design values for selected species and grade. Design values shall be as approved by the Board of Review of American Lumber Standards Committee.

Wood Treatment Data: Submit for each type specified, include certification by treating plant, stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Pressure and Fire-Retardant Treatment: Include certification by treating plant that treated material complies with specified standard and other requirements.

PRODUCT HANDLING:

Delivery and storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

PROJECT CONDITIONS:

Coordination: Fit carpentry work to other work, scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work. Review all drawings and specification sections to coordinate the needs of all related trades.

PART 2 - PRODUCTS

LUMBER

General: Comply with the "American Softwood Lumber Standard" PS-20 and with applicable grading rules of inspection agencies certified by American Lumber Standard Committee (ALSC) Board of Review. Normal sizes are shown or specified.

Roof Framing: All roof framing shall be Douglas Fir-Larch (North), No.2 grade or better with the following allowable unit stress per NDS, current Edition acceptable in the State of Connecticut.

Bending (single use)	850 psi
Tension Parallel to Grain	500 psi
Compression Parallel to Grain	1400 psi
Shear Parallel to Grain	95 psi
Compression Perpendicular to Grain	625 psi
Modulus of Elasticity	1,600,000 psi

Wall framing: All wall framing shall be Douglas Fir-Larch (North), Stud grade or better with the following allowable unit stress per NDS, current Edition acceptable in the State of Connecticut.

Bending (single use)	850 psi
Tension Parallel to Grain	500 psi
Compression Parallel to Grain	1400 psi

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Shear Parallel to Grain	95 psi
Compression Perpendicular to Grain	625 psi
Modulus of Elasticity	1,600,000 psi

Provide dressed lumber, S4S, with not-greater-than 19% maximum moisture content, standard grade, and any species.

Grade Stamps: factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grade rule requirements and identifying grading agency, grade, species, moisture content of time of surfacing and mill.

Grade: Construction grade framing lumber, of Douglas / Fir species. Board size lumber as required. No.3 Common or Standard grade boards per WCLB or WWPAA rules No.3 boards per SPIB rules.

Blocking Lumber: Construction grade size lumber of any species per WCLIB or WWPAA. Moisture content 19% maximum. Factory mark with grade stamp of inspection agency required.

Nominal sizes: are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS-20 for moisture content specified for each use.

Dimension, Lumber: In compliance with National Forest Products Association Standard NDS (current edition) National Design Specifications for Wood Construction and in accordance with Design Values Joist and Rafters- Visually graded NLGA grading agency.

Fire Treated Plywood and Lumber: Exterior fire-retardant treated lumber and plywood which bears the Underwriters Laboratories labeling required by state building codes. Meeting ASTM E 84 Standard Test method for Surface Burning Characteristics of Burning Materials. Each piece shall be labeled kiln dried after treatment (KDAT). Used Manufacturer's required fasteners to obtain the correct type and method of protection.

WOOD TREATMENT BY PRESSURE PROCESS:

Provide pressure treated lumber for all wood cants, nailers, curbs, blocking, stripping, and similar members used in connection with roofing, exterior framing, flashing, vapor barriers, waterproofing, all wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

All lumber exposed to the weather shall be pressure treated, ACQ. Level of treatment shall be in accordance with AWWPA Standards for retention based on the end use

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

application (above ground use, ground contact, decking).

All metal hangers used in conjunction with pressure treated wood shall be hot dipped galvanized with G-185 coating thickness to prevent corrosion of the embedded metal with copper-based preservatives.

FASTENERS:

General: Review and follow chapter 23 wood Table 2304.10.1 Fastening Schedule for both exterior and interior carpentry items and work.

Fasteners for all exterior work to be hot dipped galvanized coated fasteners, meeting protection requirements for the type of treatments used and greatest level of protection of sizes required to properly and fully support work.

ENGINEERED LUMBER:

Laminated Veneer Lumber (LVL) shall be Trus Joist Microllam 1.9E LVL or approved equal.

Parallel Strand Lumber (PSL) shall be Trus Joist Parallam 2.0E PSL Wolmanized.

Rim Boards shall be Trus Joist 1 1/4" Timberstrand 1.3E.

These products shall be designed and manufactured to the standards set forth in the National Evaluation Service, Inc. (NES) Report No. NER-481.

Adhesives shall be of the waterproof type conforming to ASTM D-2559.

Design: Products shall be custom designed to fit the dimensions and loads indicates. When requested, a complete set of design calculations shall be prepared by the manufacturer under supervision of a professional engineer registered in the State of Connecticut.

Tolerances: Follow Trus Joist criteria.

Identification: Each member shall be identified by a stamp indicating the product type, NER report number, manufacturer's name, plant number, manufacturer's logo and independent inspection agency's logo.

SHEATHING:

Wall Sheathing: APA rated sheathing, 1/2" min. unless otherwise noted.

Roof Sheathing: APA rated sheathing, 5/8", Exposure 1.

Sub flooring: APA rated sheathing, 3/4" tongue & groove, screwed & glued, Exposure 1.

Identification: Identify each plywood panel with appropriate APA, American Plywood Association, trademark.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

MISCELLANEOUS MATERIALS

Fasteners and Anchorage: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.

Where rough carpentry work is exposed to weather, in ground contact, or in areas of high relative humidity, provide fasteners and anchorage with hot-dip zinc (ASTM A 153).

Building Paper: Asphalt saturated felts, non-perforated, ASTM D 226.

STEEL FLITCH PLATES

See drawings for information on steel flitch plates fastened to sides of existing timbers.

PART 3 - EXECUTION

INSTALLATION, GENERAL:

Discard units of material with defects which might impair quality of work and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.

Countersink nail heads on exposed carpentry work and fill holes.

Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

WOOD GROUND, NAILERS, BLOCKING AND SLEEPERS:

Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to foot work before concrete placement.

Provide permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1 1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involve. Remove temporary grounds when no longer required.

Wood Framing - General: Provide framing members of sizes and on spacing shown and frame openings as shown. Do not splice structural members between supports. Anchor and nail as shown, and to comply with "Recommended Nailing Schedule" of Manual for "House Framing and National Design Specifications for Wood Construction" published by NFPA.

INSTALLATION OF CONSTRUCTION PANELS:

General: Comply with applicable recommendations contained in Form No. E 30 F, APA Design / Construction Guide - 'Residential - Commercial' for types of construction panels and applications indicated.

Fastening Methods: Fasten gypsum panels with self-drilling, self-tapping bugle head type screws. Fasten wood panel with nail or staples to wood framing following recommended nailing schedule.

Plywood Backing Panels: Nail to supports.

Holes, Cuts and Notches not previously approved by the manufacturer shall not be permitted.

Provide minimum fasteners required by manufacturers for properly securing members in place, ready to receive design forces.

JOIST FRAMING:

General: Provide framing of sizes and spacing shown. Support ends of each member with not less than 3 1/2" of bearing. Attached to wood bearing members by toe nailing or metal connectors; frame to wood supporting members with wood ledgers as shown, or if not shown, with metal connectors.

Lap members framing from opposite sides of beams, girders, or partitions not less than 4" of securely tie opposing members together. Provide solid blocking (2" thick by depth of joist) over supports.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Install double joist under non-load bearing partitions running parallel with the joist span.

FASTENING METHODS:

Wall Sheathing: Nail along panel edges and at intermediate supports.

Roof Sheathing: Nail along panel edges and at intermediate supports. Provide support at unsupported long edges with "Plyclips" or Wood blocking.

Sub-flooring: Nail at panel ends and at intermediate supports. Install wood glue adhesive to entire sheets located on existing planking at attic floor.

INSTALLATION OF ENGINEERED LUMBER:

General: Comply with engineered lumber manufacturer's recommendations for types of engineered lumber and applications indicated. Prior to erection, shall be stored and protected from the weather. Material shall be handled with care they are not damaged. The members shall be erected and installed in accordance with the plans and the manufacturer's drawings and installation suggestions. Place framing construction braced, straight, plumb and secured to maintain lateral stability.

FLITCH BEAMS:

See drawings for information on fastening steel flitch plates to sides of existing timber.

END OF SECTION 06100

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 06200 - ARCHITECTURAL CASEWORK and CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification sections apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: Types of work in this section include rough carpentry for:

Interior running trim, miscellaneous trim
Plywood panels
Architectural Casework (i.e. countertops, upper and lower cabinets,
storage shelving), finished casework indicated in the Construction Documents

Rough Carpentry is specified under Section 06100 and is part of this section by reference for required support and blocking.

QUALITY ASSURANCE:

Perform work in accordance with AWI "Custom Grade" quality.
Work in this section shall comply with the Specified grade (s) of work and Sections of current editions of the Architectural Woodwork Institute Quality Standards.
Woodwork manufacturers / fabricator shall be certified by the AWI (Quality Certifications Program as competent to perform the work specified.

QUALIFICATIONS:

Contractor and their personnel engaged in the work shall be certified in AWI standards for construction of casework and carpentry items indicated in these documents.

PRODUCT DELIVERY, STORAGE AND HANDLING:

Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

Do not deliver finished carpentry materials, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, finish carpentry materials must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

JOB CONDITIONS:

Conditioning: Installer shall advise Contractor of temperature and humidity requirements for finished carpentry installation areas. Do not install finished carpentry until required temperatures and relative humidity conditions have been stabilized and will be maintained in installation areas.

Maintain temperature and humidity in installation area as required to maintain moisture content of installed Architectural Casework and Carpentry with a 1.0 percent tolerance of optimum moisture content, from the date of installation through remainder of construction period. The fabricator of wood work shall determine optimum moisture content and required temperature and humidity conditions.

SUBMITTALS:

Product Data: Submit woodwork manufacturer's data for each product and process specified as work of this section and incorporated into items of architectural woodwork during fabrications, finishing, and installation.

Shop drawings

Prepare shop drawings on each piece of architectural casework and finished carpentry item indicated in the Contract Documents. Shop drawings shall be drawn to a scale of no less than 1/4" = 1'-0", with details drawn at no less than 1 1/2" = 1'-0". Shop drawings shall be complete and accurate using actual field verified measurements, with those measurements noted on the drawings.

Quality Certification: Submit woodwork Manufacturer's (Fabricator's) certification, stating that fabricated woodwork complies with quality grades and other requirements indicated. These certifications shall be reviewed by the Contractor and co-signed.

Samples: Submit the following samples:

Lumber with or for transparent finish, 6"x 3/4"x 18" for each species and cut, finished on one side and one edge.

Wood veneer faced panel product, with or for transparent finish, 8"x10" for each species and cut.

Plastic Laminate, in standard sizes for color, pattern and material.

Exposed cabinet hardware, one unit of each type and finish.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

PART 2 - PRODUCTS

WOOD PRODUCT QUALITY STANDARDS:

**Architectural Woodwork Institute (AWI) "Quality Standards"
Custom Grade**

Material:

Softwood Lumber: Grade in accordance with AWI for grade of Work specified (No. 2 and better) quarter sawn, moisture content of between 6-8% suitable for transparent finish.

Hardwood Lumber: Grade in accordance with AWI for grade of Work specified (Custom Grade) red oak quarter sawn, moisture content of between 6-8%, suitable for transparent finish.

Laminate Materials: High Pressure Decorative Laminate - Grade Premium (0.050" nominal thickness), unless other specified or approved in writing.

General:

Moisture content of Hardwood Lumber: Provide Kiln-dried lumber having a moisture content from the time of manufacture until time of installation within the ranges required in the referenced woodworking standard.

Lumber for Transparent Finish (Stained or Clear): Use pieces made of solid lumber stock, in the longest practical length possible.

Restrooms (Public & Private) Toilet Rooms: Counter and Construction:

Plastic Laminate: General purpose HDPL – 0.050" thick mounted to substrate, min. ¾" thickness. Substrate shall be of materials following AWI standards for location, use and possible abuse. Refer to drawings for details

General Wood shelving: Refer to drawings, locations and further composed as follows:

Shelves: Min. ¾" APA-Fir Plywood A-B ('A' side up) with 3/14" – 1 ½" clear maple edges nailed and glued to plywood shelves. Provide wall cleats (Anchored to substrate ¾" x 2 ½" ABD vertical supports ¾" x 2 ½" maple @ no greater spacing than 4'-0" O/C.

Hardware: Unless Otherwise Indicated:

Drawer Pulls: Wire type min. 3" x approx. ¼" dia. in satin finished Stainless Steel.

Drawer Guides / Slides: Full Extension, min. 2 per drawer (no center guide) min. 100 loading capacity.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Hinges: European type concealed hinges, finished in polished chrome, min. 2 per door full 180.0 deg. + opening.

Catches: Magnet Type mounted in head of opening and sized for the door.

Locks: When indicated or requested by the Owner shall be bored lever arm, master keyed to Owners specifications.

PART 3 - EXECUTION:

Preparation:

Condition Woodwork to average prevailing humidity conditions in installation areas prior to installing.

Deliver concrete inserts and similar anchoring devices to be built into substrates, well in advance of time substrates are to be built.

Prior to installation of Architectural Casework and Carpentry items, examine shop fabricated work for completion, and complete work required, including back priming and removal of packing.

INSTALLATION:

Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including counter tops), and with no variations in flushness of adjoining surfaces.

Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.

Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation.

Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope returns, miter at corners and comply with referenced Quality standards for joinery.

Casework: Install without distortion so that doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Countertops: Anchor securely to base units and other support systems.

Wood Storage Shelving: Complete the assembly of units and install in the area indicated, including hardware and accessories as indicated.

Adjustments, Cleaning, Finishing and Protections:

Repair damaged and defective woodwork where possible to eliminate defects functionally and visually; where not possible to repair replace woodwork. Adjust joinery for uniform appearance.

Clean lubricate and adjust all hardware.

Clean woodwork on exposed and semi-exposed surfaces. Touch-up shop applied finishes to restore damaged or soiled areas.

Complete the finishing work specified as work of this sections, to whatever extent not completed at shop or prior to installation of woodwork.

Provide final protection and maintain conditions, in a manner acceptable to Fabricator and Installer, which ensures architectural woodwork being without damage or deterioration at time of substantial completion.

END OF SECTION 06200

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 07200 – INSULATION

PART 1 – GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent insulation work is shown on drawings and indicated by provisions of this section. Applications of insulation specified in this section include the following:

- Batt Insulation
- Fire Safing Insulation
- Rigid Perimeter Insulation
- Blanket Insulation
- Vapor Barrier
- Sound Attenuation

QUALITY ASSURANCE:

Thermal Resistivity: Where thermal resistivity properties of insulation materials are designated by r-values they represent the rate of heat flow through a homogenous material exactly 1" thick, measured by test method included in referenced material standard or otherwise indicated. They are expressed by the temperature difference in degrees F between the two exposed faces required to cause one BTU to flow through one square foot per hour at mean temperatures.

Fire Performance Characteristics: Provide insulation materials which are identical to those whose fire performance characteristics, as listed for each material or assembly of which insulation is a part, have been determined by testing, per methods indicated below, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

Surface Burning Characteristics: ASTM E 84.

Fire Resistance Ratings: ASTM E 119.

Combustion Characteristics: ASTM E 136.

SUBMITTALS:

Product Data: Submit manufacturer's product literature and installation instructions for each type of insulation and vapor retarder material required.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Certified Tests Reports: With product data, submit copies of certified test reports showing compliance with specified performance values, including r-values (aged values for plastic insulation's), densities, compression strengths, fire performance characteristics, perm ratings, water absorption ratings and similar properties.

DELIVERY, STORAGE, AND HANDLING:

General Protection: Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and protection during installation.

Protection for Rigid (Plastic) Insulation:

Do not expose to sunlight, except to extent necessary for period of installation and concealment.

Protect against ignition at all times. Do not deliver plastic insulating materials to project site ahead of installation time. Complete installation and concealment of plastic materials as rapidly as possible in each area of work.

PART 2 – PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Manufacturers of Rigid Insulation (wall cavity, under slab):

Construction Products Div., W.R. Grace & Co.
Dow - Blue

Manufacturers of Batt Insulation:

CertainTeed Corp.
Manville Corp.
Owens-Corning Fiberglas Corp.

Manufacturers of Fire Safing Insulation:

Manville Corp.
United States Gypsum Co.

Manufacturers of Sound Insulation:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Manville Corp.
United States Gypsum Co.

INSULATING MATERIALS:

General: Provide insulating materials which comply with requirements indicated for materials, compliance with referenced standards, and other characteristics.

Performed Units: Sizes to fit applications indicated, selected from manufacturer's standard thickness, widths and lengths

Rigid Board Insulation for Cavity walls and Foundations:

Rigid (Extruded Polystyrene) Insulation Rigid, cellular thermal insulation and integral high density skin formed by the extrusion of polystyrene resin in an extrusion process to comply with ASTM C 578 for Type indicated; and as follows: Type IV, 3.0 lb./cu. ft. min. density, 5 year aged r-value of 5.4 and 5.0 at 40 and 75 dig's (5.4 and 23.9 deg.C), Compressive strength 25 lb/min ASTM D 1621, water absorption 0.1% by Volume ASTM C 272.

Faced Batt / Blanket & Unfaced Batt / Blanket Insulation: Thermal insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type I (blankets without membrane facing); and as follows:

Mineral Fiber Type: Fibers manufactured from glass.

Combustion Characteristics: Passes ASTM E 136 test.

Surface Burning Characteristics: Maximum flame spread and smoke developed values of 25 and 50, respectively.

Thermal Conductivity (k) = 0.27

Faced Batt/Blanket Insulation: Thermal insulation produced by fiber type described below with thermosetting resin to comply with ASTM C665 for type III, Class A (blankets with reflective vapor retarder membrane facing with flame spread of 25 or less) foil - scrim - vapor retarder membrane on one face, respectively.

Mineral Fiber Type: Fibers manufactured from glass.

Combustion Characteristics: Passes ASTM E 136 test.

Surface Burning Characteristics: Maximum flame spread and smoke developed values of 25 and 50, respectively.

Thermal Conductivity (k) = 0.27

Fire Safing Insulation: Semi-rigid, self-supporting, Unfaced, blanket insulation

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

composed of mineral fibers (not glass), thermal conductivity of 0.23, and not less than one pound per cubic foot density.

Vapor Retarder: Foil Faced Scrim: Class 'A' meeting ASTM E-96 water vapor Transmission of Materials & Flame-Resistant Foil-Faced Scrim meeting ASTM C665, Type III, Class "A" Category 1.

Sound Insulation: (Referred to as sound attenuation insulation) Insulation made specifically to produce measures of controlling such transmission in floor/wall/ceiling assemblies, meeting ASTM C 665, type 1 and ASTM E 136. STC ratings up to 62 for multi layer, 55 for double layer and 55 for single layer for resilient partitions.

PART 3 – EXECUTION

INSPECTION AND PREPARATION:

Require Installer to examine substrates and conditions under which insulation work is to be performed. A satisfactory substrate is one that complies with requirements of the section in which substrate and related work is specified. Obtain Installer's written report listing conditions detrimental to performance of work in this section. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected. Clean substrates of substances harmful to insulation.

INSTALLATION, GENERAL:

Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement.

Apply a single layer of insulation of required thickness, unless otherwise shown or required to make up total thickness.

INSTALLATION OF PERIMETER AND UNDER-SLAB INSULATION:

On vertical surfaces, set units in adhesive applied in accordance with manufacturer's instructions. Use type of adhesive recommended by manufacturer of insulation

INSTALLATION OF BATT/BLANKET INSULATION:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Install batt/blanket insulation throughout the building, as indicated on plans and sections, meeting required thickness and number of layers indicated.

Install fire safing insulation at the top of all concrete masonry units, terminating at the underside of deck into miscellaneous voids, pipe, duct penetrations, etc. and where otherwise indicated. Compact loose fire safing insulation to approximately 40% of normal maximum volume.

PROTECTION:

General: Protect installed insulation from harmful weather exposures and from possible physical abuses, where possible by nondelayed installation of concealing work or, where that is not possible, by temporary covering or enclosure.

INSTALLATION OF VAPOR RETARDERS:

General: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage systems as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those which have been stuffed with loose fiber type insulation.

Seal vertical joints in vapor retarders over framing by lapping not less than 2 framing members. Fasten vapor retarders to framing, end and bottom edges, at perimeter of wall openings and at lap joints.

Seal overlapping joints in vapor retarders with adhesives per vapor retarder

Manufacturer's printed directions. Seal butt joints and fastener penetrations with tape recommended by vapor retarder manufacturer.

Seal joints caused by pipe, conduits, electrical boxes and similar items penetrating vapor retarder with cloth or aluminized type of type recommended by vapor retarder manufacturer to create an air-tight seal between penetrating objects and vapor retarder.

Repair any tears or punctures in vapor retarder immediately before concealment by other work. Cover with tape or another layer of vapor retarder.

END OF SECTION 07200

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 07310 - ROOFING SHINGLES

PART 1 – General:

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of shingles is indicated on drawings and as hereby defined.

Preparation of substrates and seals.

Application of felts, waterproofing and flashings.

Installation of drips, sealants and ice and water barriers.

Application of scheduled shingles across roofs, valleys, hips roof edges and ridges.

QUALITY ASSURANCE:

UL Listing: Provide labeled materials which have been tested and listed by UL for Class and Rating indicated for each shingle type required.

SUBMITTALS:

Product Data: Submit technical product data, installation instructions and Recommendations from shingle manufacturer, including data that materials comply with requirements.

Samples: Submit full range of samples for color and texture selection. After selection, submit 2 full-sized shingles for verification of each color/style/texture selected.

DELIVERY, STORAGE AND HANDLING:

Deliver materials in manufacturer's unopened, labeled bundles, rolls or containers. Store materials to avoid water damage and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

JOB CONDITIONS:

Substrate: Proceed with shingle work only after substrate construction and penetrating work have been completed.

Weather and Temperature Conditions: Proceed with shingle work only when weather conditions are following manufacturer's recommendations and when substrata are completely dry. **Do not install shingles if the temperature is below 40 degrees F or above 80 deg. F said installation will void the warranty.** Do not install shingles when

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

roof is wet or damp.

SPECIFIED PRODUCT WARRANTY:

Provide shingle manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective shingles as necessary to eliminate leaks. Period of warranty is a minimum of 30 years from date of substantial completion unless specified otherwise.

PART 2 - PRODUCTS

ROOFING SHINGLE MANUFACTURER:

Square Tab Strip Shingles, UL Class "A": Mineral-surfaced, self-sealing, fiberglass asphalt strip shingled complying with ASTM D 225 & ASTM D 3462, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Owner

Equal to:

1. GAF Timberline 30-year warranty shingles
2. Owens Corning Oakridge Pro 30-year limited warranty shingles.
3. CertainTeed Landmark 30-year limited warranty shingles
4. ELK Premium Roofing Prestige Plus, 30-year limited warranty shingles.

Note: Follow State of Connecticut IBC Code Section Article 15, Paragraph 1507.2.7 Ct. Supplement 2018 for application and quantity of fasteners, based on wind load and location. Typically, all roofing shingles to receive at least 6 nails per shingle.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

1. Starter and Ridge Shingles: Follow shingle manufacturer's recommendation for applying shingles.
2. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application

Ridge Vents: Equal to "Cor-A-Vent 600 VS" for roofing shingles, producing a minimum of 20 sq. in. in free area of ventilation per lineal foot. Manufactured HDPE (high density polyethylene).

Nails: (per 1507.2.6 Fasteners) Galvanized, stainless steel, aluminum or copper roofing nails, min. 12-gage with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" solid decking or to penetrate through plywood sheathing.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Nail Caps: Manufacturer's standard 1" diameter "tin caps".

Roofing Felt: ASTM D 250 non-perforated, 15 lb. min. asphalt saturated fiber felt 36" wide.

Waterproofing Underlayment: Minimum 40 mil thick, self-sealing rubberized asphalt sheet, equal to Ice and Water Shield manufactured by W.R. Grace & Co. Waterproofing underlayment shall cover entire roof areas of roofs which have a rise of under 2" per foot of run. All roof edges, intersections, valleys and such to receive a min. 36" wide strip of underlayment waterproofing.

Including changes in roof elevations that will receive min. underlayment waterproofing of 18" vertically and 18" horizontally.

Metal Drip Edge: Provide Manufacturer's, pre-finished aluminum 5" width x 1" aluminum drip edge 0.032 gauge at all roof edges.

PART 3 – EXECUTION

INSPECTION:

Examine substrata and conditions under which shingling work is to be performed and Contractor must immediately notify Architect in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected. Commencement of roofing materials acknowledges that all conditions to obtain full; manufacturer's warranty are in place and acceptable.

PREPARATION OF SUBSTRATA:

Clean substrata of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrata with sheet metal flashing secured with roofing nails.

Coordinate installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install shingle roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

INSTALLATION:

Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

conditions, consult with manufacturer's technical representative for specific recommendations before proceeding with work.

Underlayment: Apply one layer felt, or roof shingles manufacturer's recommended membrane protection, horizontally over entire surface, lapping succeeding courses 2" minimum and fastening with sufficient nails to hold in place until shingle application.

Waterproofing Underlayment: In addition to felt underlayment, install continuous strip of waterproofing underlayment along all roof edges and along hips. Provide 2" laps where required. If head laps are required, install so lap occurs 12" before wall line.

Shingles: Install starter strip of roll roofing or inverted shingles with tabs removed, fasten shingles in manufacturer's recommended pattern, weather exposure and number of fasteners and recommended pattern, including BUILDING CODE, requirements for fastener quantity and spacing. Use horizontal and vertical chalk lines to ensure straight coursing. Follow manufacturer's recommendations for installation of hips and closed and cut valleys unless otherwise indicated.

Flashing and Edge Protection. Install metal flashing, vent flashing and edge protection as indicated and in compliance with details and recommendations of the NRCA Steep Roofing Manual.

EXTRA STOCK:

Provide Minimum of 2% of installed quantity of each type/color/texture/shingles used in the work. Provide in unopened clearly labeled bundles and containers.

END OF SECTION- 07310

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 07460-VINYL SIDING

PART 1-GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of New Vinyl Clapboard type siding, accessories and such as indicated on drawings and as herein specified:

This project – new vinyl clapboard siding and trims / accessories on existing building.

Vinyl siding

Vinyl soffits

Accessories and trims

RELATED SECTIONS:

Section 06100 Rough Carpentry

Section 0790 Joint Sealers

QUALITY ASSURANCE:

Installation Qualifications: Engage an installer who is certified to install the indicated vinyl siding and indicated trims and accessories and has successfully completed within the last 5 years and at least 5 siding applications of similar type and nature of the project.

Single Source Responsibility: Obtain siding materials and trim from a single manufacturer, using same lot numbers and type to maintain color and product uniformity.

REFERENCES:

ASTM D 7793 – Standard Specification for Insulated Vinyl Siding.

ASTM D 3679 – Standard Specification for Rigid Poly (Vinyl Chloride) PVC Siding.

ASTM D 4477 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Soffit.

ASTM D 5206 – Standard Wind-load Resistance Test.

ASTM E 84 – Standard Test Methods for surface Burning characteristics of Building Materials.

ASTM E 119 – Standard Test Methods for Fire Test of Building Construction and Materials.

ASTM D 7254 – Standard Specifications for Polypropylene (PP) Siding.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

DESIGN PEERFORMANCE:

Regulatory Requirements: Code compliance in accordance with the following:

International Building Code (IBC) current edition in effect for this building.

International Residential Code (IRC) current edition in effect for this building.

SUBMITTALS:

Product Data: Submit technical manufacturer's product data, installation instructions and general recommendations for each specified siding material and trim required or requested, in accordance with manufacturer's printed data and 'Installation Manuals'.

Installation Manual: Provide at least one (1) copy of manufacturer's installation manual, describing the proper requirements for installation of all forms of siding, trim, soffits and accessories.

Samples: Submit full range of sample for color and texture selection. After selection, submit 2 full shingles for verification of each color/style/texture selected.

Maintenance Stock: 2 %: of each type/color/texture siding used in the work.
Contact the Owner / client for location of materials storage and place same as directed by the owner / client.

WARRANTY:

Special Project Warranty: Submit a written warranty, executed by the General Contractor, Installer and Siding Manufacturer, agreeing to repair or replace siding units which fail in materials or workmanship within the specified warranty period of warranty. Failures include, but are not necessarily limited:

To structural failures including excessive deflections, excessive leakage or deterioration of finishes and other materials beyond normal weathering.

This Warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

Warranty Period: for siding is lifetime limited warranty after the date of substantial completion as signed and submitted by the Architect.

DELIVERY, STORAGE AND HANDLING:

Deliver Materials: to the project in original unopened containers with labels informing about manufacturer, product names and designated color, expiration periods of use.

Store and Handle Materials:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

To prevent their deterioration or damage due to moisture, temperature changes, and contamination and other causes.

Do not store in any locations where temperatures may exceed 130 degrees F (i.e. on pavement during unusually hot weather or under dark tarps or plastic wraps without circulation. Maintain clearance from the ground or other horizontal surfaces and its ability to collect water.

JOB CONDITIONS:

Substrate: Do not proceed with installation of siding under the following conditions:

Without field review of existing condition to ensure siding manufacturer's requirements for preparation, application, and installation.

When substrate is not properly prepared.

When air temperature and weather conditions would cause detrimental conditions to siding materials.

Review all construction documents (CD's) for existing and new appliances, devices, fixtures and penetrations, penetrating through the building / siding and required coordination for back boxes, sealants, and support devices or manufacturer's line of trims and decorative materials.

Maintain environmental conditions (temperature, humidity and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

PART 2 – PRODUCTS

MANUFACTURERS:

Drawings and Specifications are based on one manufacturer's standard product line. Vinyl, Siding Trim and accessories Equal to CertainTeed Corporation 'Monogram 46 Series 4" double coverage clapboard siding and associated trims, accessories and fittings. Another standard system of a similar and equivalent nature may be acceptable when the difference does not materially detract from the design concept, or intended performance as judged solely by the Architect.

MATERIAL COMPONENTS:

Clapboard Vinyl Siding:

07460-Vinyl Siding Page 3

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Double coverage 'Monogram 46 series' 4" exposure (4") vinyl clapboard siding, .046" thickness heavy duty x 3/4" thick, with min. 4" wide corner board details. Color as selected by Architect.

Windows/Door Surrounds: 3 1/2" Window/Door surround 1 1/4" x 3 1/2" at new
All exterior doors and windows.

Trim and Accessories:

Manufacturers standard accessories required by siding configuration and arrangement, but not necessarily limited to the following:

General trim: J-channels, under sill trim 'F' receivers, Outside Corners, Inside corners and trims; Fluted Super corners, Interior corners, Utility trim; Light blocks Starter Strips, window/door trims & freeze type trim.

Corner Trim: Installed following manufacturer's installation manual and details.

Additionally, provide and install rigid insulation for 12" vertically to produce a seal and resistance to all forms of insects and vermin.

Window and Door Trims: All open trims to be filled with sealant to produce weathertight finished assemblies.

Vapor Barrier:

Manufacturers standard Tyvek Vapor/Wind Barrier:

Furnish and install air infiltration barriers on exterior side of exterior wall sheathing, as described in Contract Documents.

Water Resistant Barrier: Spunbonded olefin, Non-Woven, Non-perforated.

Performance Characteristics: ASTM E1677 Type I Air Barrier, Water Vapor

Transmittance of greater than 20 perms in accordance with ASTM E-96-90 method B.

Water penetration resistance of 200 CM minimum in accordance with AATCC-127

Sealing Tape /Fasteners: Approved Tape manufacturers: Dupont Contractor Tape,
Recommended Fasteners for wood with plastic washer heads.

Vinyl Soffits:

Provide siding manufacturer's standard line of soffiting materials trims and accessories. Provide products of extracted polyvinyl chloride as indicated in drawings and details and additionally, specified here:

Universal soffit full vented where indicated and solid where vented or called for in details (typically – fully vented for building cornice soffits parallel to the main line of the building. And Non-vented at the gable / rake cornice soffit assemblies, unless otherwise indicated in details.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

PART 3 – EXECUTION

EXAMINATION:

Do not begin installation until substrates have been properly prepared.

If substrate preparation is the responsibility of another installer, notify Architects of unsatisfactory preparation before proceeding.

PREPARATION:

Examine, clean and repair as necessary any substrate conditions which would be detrimental to proper installation.

Do not begin installation until unacceptable conditions have been corrected.

INSTALLATION:

General Siding: Comply with manufacturer's instruction and recommendations for installation as applicable to project conditions and supporting substrates. Anchor siding and trim per manufacture's recommendation for spacing, quality and guaranty and expansion/contraction control.

Installation Tolerance: Shim and align siding and trim within installed tolerances of ¼" in 20'-0" on a level/plum/slope and location line as indicated. Set starter trims with transit/builders' level, creating a true level plane.

Allow for sufficient clearances to tolerate thermal changes.

Review all conditions of substrate to ensure that materials are properly prepared. Do not begin work until all conditions are acceptable for full Warranty on labor and materials. Commencement of installation indicates acceptable conditions and this Contractor accepts responsibility for finished product. Install products in accordance with the latest printed instructions for the manufacturer. Installers should have current Master Craftsman credentials.

Install products with all components true and plumb.

Nail Horizontal panels by placing nail in center of slot. Nail vertical panels by placing first nail at top of top slot and remaining nails in the center of slots. Drive nails straight, leaving 1/16" (1.6mm) space between nail head and flange of panel. Follow all requirements of the siding manufacture for warranted installation of all siding, trim and accessories.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Allow space between both ends of siding panels and trim for thermal movement. Overlap horizontal panel ends one-half the width of factory pre-cut notches.

Stagger lap joints in horizontal siding in uniform pattern as successive course of siding are installed.

Install J- channel and flashing to accommodate successive courses of vertical siding. Install wood shims at building corners to bring cut edges of vertical siding out to correct place.

General Vapor Barrier: Install in accordance with Manufacturer's instruction over exterior sheathing and under siding. Seal joints and penetrations through air infiltration barrier with specified tape and fasteners prior to installation of finished siding materials. Air infiltration barrier shall be air-tight and free from holes, tears and punctures. All window and door penetrations are to be taped per manufacturer's instruction and as indicated on drawings.

CLEANING AND PROTECTION:

Damaged Units: Replace siding trim, accessories and other components of the work which have been damaged or have deteriorated beyond successful repair by means of touch-up or similar minor repair procedures.

Cleaning: Remove any temporary protective coverings or coatings. Upon completion of siding, clean finished surfaces as recommended by siding manufacturer and maintain in a clean condition until project turned over to the Owner for use.

END OF SECTION 07460

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 07600-FLASHING AND SHEET METAL

PART 1-GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this section.

Types of work specified in this section include the following:

- Metal counter flashing; and base flashing.
- Metal wall flashing and expansion joint.
- Exposed pre-finished metal trim/fascia units
- Pre-finished aluminum gutters and RWL's.
- Miscellaneous sheet metal accessories.

Roofing accessories which are installed integral with roofing membrane are specified in roofing system sections as roofing work.

SUBMITTALS:

Product Data; Flashing, Sheet Metal, Accessories: Submit manufacturer's product data, installation instructions and general recommendations for each specified sheet material and fabricated product.

Samples; Flashing, Sheet Metal, Accessories: Submit formed and fabricated samples of; Gutter, brackets, down spouts and RWL's, each type of wall flashing and cap flashings step flashings and other miscellaneous flashing materials.

Shop Drawings; Flashing, Sheet Metal, Accessories: Submit shop drawings showing layout, joining, profiles, and anchorages of fabricated work, including major counter-flashings, trim/fascia units, gutters, down spouts, scuppers and expansion joint systems; layouts at 1/4" scale, details at 3" scale.

JOB CONDITIONS:

Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

PART 2 – PRODUCTS

FLASHING AND SHEET METAL MATERIALS:

Exposed Sheet Metal Flashing/Trim: Copper: ASTM B 370, cold-rolled except where soft temper is required for forming; 16 oz. (0.0216" thick) and 20 oz. (.0270" thick) except as otherwise indicated. Where copper is indicated as Lead Coated Copper, provide 0.06 lbs. per sq. ft. on exposed copper faces.

Miscellaneous Materials and Accessories:

Solder: For use with steel or copper, provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.

Fasteners: Same metal as flashing/sheet metal or, other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.

Bituminous Coating: Solvent type bituminous mastic, normally free of sulfur, compounded for 15-mil dry film thickness per coat.

Sealant: One-part polyurethane based, type 2 (non-sag), Class A.

Epoxy Seam Sealer: 2-part non-corrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior non-moving joints including riveted joints including riveted joints.

Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of flashing sheet.

Paper Slip Sheet: 5-lb. rosin-sized building paper.

Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.

Elastic Flashing Filler: Closed-cell polyethylene or other soft closed-cell material recommended by elastic flashing manufacturer as filler under flashing loops to ensure movement with minimum stress on flashing sheet.

FABRICATED UNITS:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual", "Copper and Common Sense" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true at line and levels indicated, with exposed edges folded back to form hems.

Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. For metal other than pre-finished steel, tin edges to be seamed, form seams, and solder. Rivet joints for additional strength where required.

Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of inter-meshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints).

Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.

Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

Custom Fabricated Fascia, Trim, Soffiting and Gutter:

Fabricated and provide a custom formed Pre-finished aluminum gutter, fascia, freeze and soffit, shaped and sized as indicated. Fabricated from 0.04" min. pre-finished aluminum, finished in Kynar 500 custom colors, selected by Architect, from full ranges of custom colors available from aluminum manufacture. Provide ability for all forms of thermal expansion and contraction in the fabrication and erections of scheduled units. All exposed fasteners are mandated to be color coated and matching finish of fabricated units.

Gutters are to receive Beehive type strainer at each down spout location.

Counter Flashing and Reglets:

Manufacturers: Subject to compliance with requirements, provide products of the following:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Fry Reglet Corporation
Keystone Flashing Company
Cheney Flashing Company

Two-piece flashing with snap type counter-flashing, for future removal and repair. Fitted into masonry or metal receiver as detailed. Refer to drawings for installation information.

PART 3 – EXECUTION

INSTALLATION REQUIREMENTS:

General: Except as otherwise indicated, comply with manufacturer's installation Instruction's and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

Underlayment: Where pre-finished metal is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper.

Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

Nail flanges of expansion joint units to curb nailers, at maximum spacing of 6". Fabricate seams at joints between units with minimum 3" overlap, to form a continuous waterproof system

CLEANING AND PROTECTION:

Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finished.

Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashing and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 07600

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 07840 - FIRESTOPPING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division 1 - Specification section, apply to work of this section.

DESCRIPTION OF WORK

The extent and location of Firestopping is based on the levels of fire separation requirements shown on the Contract Documents.

This Section includes:

Through - penetrations firestopping in fire rated construction

Construction - gap firestopping of the same or different materials in fire rated construction.

Construction - gap firestopping occurring within fire rated wall, floor or floor - ceiling assemblies.

Construction - gap firestopping occurring at the top of fire-rated walls.

Through - penetration smoke - stopping in smoke partitions.

Construction - gap smoke-smoke in smoke partitions.

REFERENCES:

Underwriters' laboratories

Through - penetration firestop devices XHCR

Fire resistance ratings BXUV

Through-penetration firestop systems XHEZ

Fill all voids or cavity material XHHW

U.L. 1479 test method for fire test of through-penetration firestops, including optional air leak test.

U.L. component listing and test criteria.

Warnock Hersey

American Society for Testing and Material Standards ASTM

CIE/DIN age testing.

DEFINITIONS:

Assembly: Particular arrangement of materials specific to given type of construction detail in referenced documents.

Barriers: Time rated fire walls, smoke barrier walls, time rated ceiling / floor assemblies and structural floors.

Firestopping: Methods and materials apply in penetrations and unprotected openings to

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

limit spread of heat, gasses and smoke.

Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.

Construction gaps: Gaps between top of wall and ceiling, and structural floors or roof decks; and gaps between adjacent sections of structural floors.

System: Specific products and applications classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.

Sleeve: Metal fabrication or pipe section extending through thickness of barrier and used to permanently guard penetration. Sleeves are described as part of penetrating system in other sections and may or may not be required.

SYSTEM DESCRIPTION:

Design requirements:

Fire -rated construction: maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with others surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption, and at other construction gaps.

Smoke barrier construction: maintain barrier and structural floor resistance to cold smoke at all penetrations, connections with other surfaces and types of construction and at all separations required to permit building movement and sound or vibration adsorption, and at other construction gaps.

QUALITY CONTROL

Deliver materials in their original, unopened containers bearing manufacturer's labels certifying contents.

Installer's qualifications: A firm experienced in installation or application of systems similar in complexity to those for this project, plus the following;

Acceptable to or licensed by the manufacturer, state or local authority where applicable.

At least 2 continuous years experienced with the indicated systems.

Successfully completed at least 5 comparable scale projects using systems indicated.

SUBMITTALS

Product Data in accordance with Section 01340

Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods,

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

hardware and installation procedures, plus the following specific requirements;

Details of each proposed assembly identifying intended products and applicable UL system number, UL classified device.

Manufacturer or manufacturer's representative shall provide engineering judgments and drawings relating to non-standard applications as needed.

Applicator's qualifications statement.

List of past projects indicating required experience.

Provide local building and fire official copies of approved shop drawings and product materials data for their own use and review, prior to installation.

Certificate: Submit certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for use intended.

JOB CONDITIONS

Weather Conditions:

Do not proceed with installation of firestopping under adverse weather conditions, or when temperatures are below manufacturer's recommended limitations.

Delivery, Storage & Handling:

Deliver materials to project site in original unopened containers with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, and curing time.

Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

Meet or exceed the minimum environmental conditions as recommended by the manufacturer for ventilation, masking, drop clothes, temperature and humidity conditions.

GUARANTEE:

Submit copies of written guarantee agreeing to repair or replace joint sealers which fail in joint adhesion, extrusion resistance, migration resistance or general durability, or appearance to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be for one year from date of substantial completion as issued by the Architect / Engineer.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

PART 2 - PRODUCT

Materials:

Through - penetrations firestopping of fire-rated construction:

Systems or devices listed in the U.L. Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetrant type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications, Systems or devices must be asbestos-free. Mortar systems must be Warnock Hersey approved.

Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate product included as a part of the U.L system or device, and designed to perform this function.

Acceptable Manufacturer's and products:

Those listed in the U.L. Fire Resistance Directory for the U.L. System involved or Mortar systems approved by Warnock Heresy.

All firestopping products must be from a single manufacturer. All trades shall use products from the same manufacturer.

Construction-gap firestopping of fire - rated construction:

Firestopping at construction gaps between edges of floor slabs and exterior wall construction.

Firestopping at construction gaps between tops of partitions and underside of structural systems.

Firestopping at construction gaps between tops of partitions and underside of ceiling or ceiling assembly.

Firestopping of control joints in fire rated masonry partitions.

Firestopping expansion joints.

Acceptable Manufacturer's and products - those listed in the U.L. Fire Resistance Directory for U.L. System involved.

Smoke-stopping partitions:

Through-penetrations smoke-stopping: any system complying with the requirements for through-penetrations firestopping in fire-rated construction is acceptable provided that the system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

Construction smoke-stopping: Any system complying with the requirements for construction-gap firestopping in fire-rated construction is acceptable provided that the

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

ACCESSORIES:

Fill, void or cavity materials: As classified under category XHHW in the U.L. Fire Resistance Directory.

Forming materials: As classified under category XHKU in the U.L. Fire Resistance Directory.

PART 3 - EXECUTION

Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

Verify penetrations are properly sized and in suitable conditions for application of materials.

Do not proceed until all unsatisfactory conditions have been corrected. Prepare a written list of deficiencies found and notify the Architect / Engineer.

Commencement of work indicates acceptance of conditions and will become the full responsibility of the installer.

PREPARATION:

Clean surfaces to be in contact with penetrations seal materials of dirt, grease, oil, loose materials, rust or other substances that may affect proper fitting, adhesion or the required fire resistance.

INSTALLATION

Install penetration seal materials in accordance with printed instructions of the U.L. Fire Resistance Directory or Mortars per Warnock Hersey approval and in accordance with manufacturer's instruction.

Seal holes or voids made by penetrations to insure an effective smoke barrier.

Where floor openings without penetrating items are more than four inches in width and subject to traffic or loading, install firestopping materials capable of supporting same loading as floor.

Protect materials from damage on surfaces subject to traffic.

Where large openings are created in wall or floors to permit installation of pipes, duct, cable tray, bus duct or other items, close unused portions of opening with firestopping

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

materials tested for the application. See U.L. Fire resistance Directory or Warnock Hersey approvals.

Install smoke stopping as specified for firestopping.

Where rated walls are constructed with horizontally continuous air space, double width masonry or double stud frame construction, provide vertical 12-inch-wide fiber dams for full thickness and height of air cavity at maximum 15-foot intervals.

Hold an inspection with the manufacturer's representative prior to the closure of walls etc., and before notification to inspectors to verify that proper assemblies and methods are used.

ADJUST and CLEANING:

Clean up spills of liquid components.

Neatly cut and trim materials as required.

Remove equipment, materials and debris, leaving the area in undamaged, clean condition.

END OF SECTION 07840

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 07915 - SEALANTS, CAULKING & SEALS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division 1 - Specification section, apply to work of this section.

DESCRIPTION OF WORK

The extent and location of a joint sealer are shown on the drawings and specified herein, including the placement and installation of sealant material at new / existing construction, drywall installation, and in areas of water seals.

The required application of Joint / Sealers includes, but are not necessarily limited to the following general locations;

Interior:

Joints between existing and new work
Other joints indicated.

Exterior:

Between new and existing construction.
Flashing
Sill and Threshold.

QUALITY CONTROL:

Deliver materials in their original, unopened containers bearing manufacturer's labels certifying contents.

SUBMITTALS:

Product Data: in accordance with Section 01340.

Sample: submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.

Certificate: Submit certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for intended use.

JOB CONDITIONS:

Weather Conditions: Do not proceed with installation of exterior sealant under adverse weather conditions, or when temperatures are below manufacturer's recommended limitations.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Delivery, Storage & Handling:

Deliver materials to project site in original unopened containers with labels informing about manufacturer, product name and designation, color, expirations period for use, pot life, and curing time. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

PART 2 - PRODUCT

GENERAL REQUIREMENTS

Compatibility: Provide joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

SEALANT TYPES AND USES

Exterior Sealants:

Available Products: subject to compliance with requirements, products which may be incorporated in the work include;

Dow Corning - 790 Silicone Building Sealant

G.E. Silicone Construction Sealant - Silpur Weatherproofing Sealant

Pecora Corporation - 890 Silicone Building Sealant

Interior Sealants

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include:

Pecora Corporation - AC-20 + Silicone

Bostic Sealants - Chem-Caulk 600

Dow Corning - 786 Silicone Sealant

MISCELLANEOUS MATERIALS

Joint Cleaner: Provide the type of joint cleaning compound recommended by the sealant manufacturer, for the joint surfaces to be cleaned.

Joint Primer/Sealer: Provide the type of joint primer/sealer recommended by sealant manufacturer, for the joint surfaces to be primed or sealed.

Sealant Backer Rod: Compressible rod stock polyethylene foam as recommended by sealant manufacturer. Provide size and shape of rod for joint indicated.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Bond Breaker Tape: Self-adhering, polyethylene tape or other plastic tape recommended by sealant manufacturer.

PART 3 - EXECUTION

EXAMINATION:

Examine joints indicated to receive joint sealers with installer present for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

JOINT SURFACE PREPARATION

Clean joint surfaces immediately before installation of sealant of substance detrimental to sealant bond.

Cure Sealants in accordance with manufacturer's instructions and recommendations.

PROTECTION AND CLEANING

Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and re-seal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

Clean off excess sealant or sealant smears adjacent to joints as work progresses by Methods, and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

END OF SECTION 07915

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 08310 - ACCESS DOORS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification section, apply to work in this section.

DESCRIPTION OF WORK

Extent, provide access doors to location where equipment is to be reached for repair, maintenance or adjustments, through finished walls, floors, and ceilings not readily accessible by other means. No access door shall be less than 8" x 8" square. Access doors to be sized based on required access with tools and equipment.

Types of access doors required include the following:

Access to controls or equipment located behind hard ceilings and walls, in floors.

Mechanical / Electrical equipment located hard ceilings, and walls or in floors.

Access to equipment and controls behind masonry walls / partitions.

QUALITY ASSURANCE:

Fire-Resistance Ratings: Wherever a fire-resistance classification is indicated, provide access door assembly with panel door, frame, hinge and latch from manufacturer listed in Underwriters Laboratories, Inc. "Building Materials Directory" for rating shown.

Provide UL label on each fire-rated access door.

Size Variations: Obtain Architect's acceptance in writing of manufacturer's standard size units which may vary slightly from sizes indicated.

Coordination: Furnish inserts and anchoring devices which must be built into other work for installation of access doors. Coordinate delivery with other work to avoid delay.

SUBMITTALS:

Product Data: Submit manufacturer's technical product data substantiating that products comply with requirements.

Shop Drawings: Submit for fabrication and installation of access doors and hardware. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements. All work shown at scale and detail sufficient to clearly indicate compliance to design and specification requirements.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Verification: Obtain specific locations and sizes for required access doors from trades requiring access to concealed equipment, and indicate on submittal schedule.

PART 2 - PRODUCTS:

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering access doors and frames which may be incorporated in the work include; but are not limited to, the following:

J.L. Industries
Karp Associates, Inc.
Milcor Div. Inryco, Inc.
Precision Ladders, L.L.C
Approved Equal:

MATERIALS AND FABRICATIONS:

General: Furnish each access door assembly manufactured as an integral unit, complete with all parts and ready for installation.

Steel Access Doors and Frames: Fabricate units of continuous welded steel construction, unless otherwise indicated. Grind welds smooth and flush with adjacent surfaces. Furnish attachment devices and fasteners of type required to secure access panels to types of support shown or required, based on construction conditions.

Frames: Fabricate from 16-gauge steel.

For Gypsum Board: drywall furnish frames with drywalls bead.

Flush Panel Doors: Fabricate from not less than 14-gauge sheet steel, with concealed spring hinges of concealed continuous piano hinge set to open 175 degrees. Finish with manufacturer's factory applied prime finish.

For Fire - Rated Units: Provide manufacturer's standard insulated flush panel / doors, with continuous piano hinge and self-closing mechanism.

Locking Device: Furnish flush, screwdriver - operated cam locks of number required to hold door in flush, smooth plane when closed.

PART 3 - EXECUTION

INSTALLATION:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Comply with manufacturer's instructions for installation of access doors, to meet wall / floor / ceiling materials and ratings.

Contact and Coordinate installation the trade's personnel and verify correct location, size and operations, with work of other trades.

Set - Frames accurately in positions and securely attach to supports with face panels plumb or level in relations to adjacent finish surfaces.

ADJUST AND CLEAN:

Adjust hardware and panels after installation for proper operation.

Remove and Replace panels or frames which are warped, bowed or otherwise damaged.

END OF SECTION 08310

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 09250 - GYPSUM DRYWALL

PART I - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division- 1 Specification section, apply to work of this section.

DESCRIPTION OF WORK:

Type of work includes: New work as indicated in drawings, details, and construction notes.
Gypsum drywall including screw-type wood / metal support system.
Interior gypsum drywall ceiling/soffits. impact resistant)
Drywall finishing (joint tape-and-compound treatment).

QUALITY ASSURANCE:

Fire-Resistance Rating: Where gypsum drywall systems with fire-resistance ratings are indicated, provide materials and installations which are identical with those of applicable assemblies tested per ASTM E 1 19 by fire testing laboratories acceptable to authorities having jurisdiction.

Single-Source Responsibility: Obtain gypsum board products from a single manufacturer, or from manufacturer recommended by the prime manufacturer of gypsum boards.

SUBMITTALS:

Product Data Submit manufacturer's product specifications and installations instructions for each gypsum drywall and sheathing component, including other data as may be required to show compliance with these specifications.

DELIVERY, STORAGE AND HANDLING:

Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.

Store materials inside under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum board flat to prevent sagging.

Handle Gypsum Board to prevent damage to edges, ends or surfaces. Protect metal corner beads and trim from being bent or damaged.

PROJECT CONDITIONS:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Environmental requirements, General: Comply with requirements of referenced gypsum board application standards and recommendations of gypsum board manufacturer, for environmental conditions before, during and after application of gypsum board.

Cold Weather Protection: When ambient outdoor temperatures are below 55 degrees F, maintain continuous, uniform, comfortable building working temperatures of not less than 55 degrees F for a minimum period of 48 hours prior to, during and following application of gypsum board and joint treatment or bonding of adhesive.

Ventilation: Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after application. avoid drafts during dry, hot weather to prevent too rapid drying.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Metal Support Materials:

Dale Industries, Inc.

Gold Bond Building Products Div., National Gypsum Co.

United States Gypsum Co.

Direct Suspension Systems:

Chicago Metallic Corp.

Donn Corporation

United States Gypsum Co.

Gypsum Board and Related -Products American Gypsum Co.

Gold Bond Building Products Div., National Gypsum Co.

United States Gypsum Co.

National Gypsum Co.

METAL SUPPORT MATERIAL.

Ceiling Support Materials and Systems:

General: Size ceiling support components to comply with ASTM C 754 unless otherwise indicated.

Hanger Wire: ASTM A 641, soft, Class I, galvanized.

Hanger Anchorage Devices: Screws, clips, bolts, or other devices applicable to the indicated method of structural anchorage for ceiling hangers and whose suitability for use intended has been proven through standard construction practices or by certified test data. Size devices for 3x calculated load supported.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Direct Suspension System. Manufacturer's standard zinc-coated steel system of furring runners, furring tees and accessories designed for concealed support of gypsum drywall ceilings; of proper type for use intended.

Support Materials:

Steel framing of size and spacing indicated on drawings, framing meeting ASTM C 645

Wood framing (walls, joist (ceiling / floor, and or rafters/ ceiling joist).

Steel Rigid Furring Channels: ASTM C-645, C shaped, depth and minimum thickness base metal as follows: Depth: 1 1/2" unless otherwise indicated.

Resilient Channels: ASTM C 645 resilient channel furring 2 1/2" wide x 1/2" total height, base metal.

Z shaped Furring Channels ASTM C 645, Z shaped, depth and minimum thickness base metal as follows: Depth as indicated.

Control Joint ASTM C-645, V shaped, depth and minimum thickness base material, 1 3/4" wide x 1/2".

Wall Partition Support Materials:

Studs:

Refer to cold formed metal accessories, zinc coated, sheet steel unless otherwise indicated.

Provide studs with Knurled flange edges bent back 90 degrees (1 1/4" min.) and doubled over to form a min. 1/16" return.

Wood Framing: Existing / New members and proper positions for the intended application of scheduled gypsum board and assemblies noted and details.

Steel Rigid Furring Channels: ASTM C 645, hat shaped, depth and minimum thickness base metal as follows; Depth 7/8"x 2 3/4".

Deflection Track: Provide track at all locations where metal stud assemblies abut or attach to construction susceptible to deflection. Deflections requirements are to be established at max. of 1" unless otherwise noted. Deflection track shall be capable of meeting deflection requirements with 50 % of track left to retain stud.

V- Bracing: Provide bracing constructed of pressed steel channel (CR), designed to be fastened to studding or joist meeting at 1/3 length of span. Bracing strap to be a minimum of 10' length and 1/2" deep x 1 1/2" wide x 16 gauge in thickness, attached to adjacent metal studding with a minimum of 1 # 10 TEK screw and bridging angles.

Flat Strap Bracing: Provide bracing constructed of 20-gauge min. (FS), designed to be fastened to studding or joist at recommended spacing. Bracing strap to be properly anchored to studs and joist as recommended by stud manufacturer for locations and strength.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

GYP SUM BOARD:

Gypsum Wallboard: ASTM C 36, of types, edge configuration and thickness indicated below, in minimum lengths available to minimize end-to-end butt joints.

Typical wall and Ceiling Installations:

Type: Type 'X' Fire Code (F.C.) for fire-resistant rated assemblies and where indicated (for wall /ceiling assemblies)

Edges: Tapered

Thickness: ½" or 5/8", regular unless otherwise indicated.

Size: Min. 4'-0" x 8'-0"

In High Abuse Areas (at indicated areas)

Abuse Resistant Gypsum Board.

Type: Type X Fire Code-Equal to USG Fiberock Brand Panels Gypsum Board.

Style: Tapered Edges

Thickness: ½" or 5/8", unless otherwise indicated.

Size: Min. 4'-0" x 8'-0"

At Typical Wet Areas (bathrooms, Kitchen and showers)-

Water-Resistant Gypsum Board: ASTM C-63G (including F.C. at rated assemblies) and as follows:

Grade WR: Water - resistant treated core.

Style: Tapered edges

Thickness: ½" or 5/8" Unless otherwise noted.

Size: Min.4'-0" x 8'-0"

Substrate for where scheduled tile work: (used as underlayment where-ever tile work is indicated)

Substrate: Durock- Cement Board

Style: Tapered edges

Thickness: 5/8" unless otherwise noted.

Style: Tapered Edges

Size: min. 4'-0" x 8'-0"

Include all required fasteners and interior tapes and adhesives.

TRIM ACCESSORIES

General- Provide manufacture's standard trim accessories of types indicated for drywall work normally expected for type of work, formed of galvanized steel, with either knurled and perforated flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide comer beads, L-type edge trim-beads, and one-piece control joint beads. Following recommendations from manufacturer and meeting required spaces.

JOINT TREATMENT MATERIALS:

General- ASTM C-475; type recommended by the manufacturer for the application indicated, except as otherwise indicated.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Joint Tape Fiberglass drywall tape

Joint Compound: Ready-mixed taping compound for base and tape coat, & topping joint compound for finished coats.

Grade: 2 separate grades; one specifically for bedding tapes and filling depressions, and one for topping and sanding.

MISCELLANEOUS MATERIALS:

General: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.

Gypsum Board Screws: Comply with ASTM C 646

Concealed Acoustical Sealant: Nondrying, non-hardening, non-skinning, non-staining, non-bleeding, gunnable sealant for concealed applications per ASTM C 919 at all interior partitions and space separations.

PART 3 - EXECUTION

PREPARATION FOR METAL / WOOD SUPPORT SYSTEMS:

Ceiling Anchorage's Coordinate work with structural ceiling work to ensure that inserts and other structural anchorage provisions have been installed to receive ceiling hangers.

INSTALLATION OF METAL SUPPORT SYSTEMS:

Ceiling Support Suspension Systems:

Secure hangers to structural support by connecting directly to structure where possible, otherwise connect to inserts, clips or other anchorage devices or fasteners as indicated.

Space main runners: Space 1 1/2" main runners' channels at 4'-0" o/c. and space hangers within 6" of wall. Erect metal furring channels at right angles to 1 1/2" carrying channels or main supports, spaced not to exceed 24" o/c, and within 6" of walls, except as otherwise shown. Provide a 1" clearance between furring ends and abutting walls.

Level main runners. to a tolerance of 1/4" in 12'- 0", measured both lengthwise on each runner and transversely between parallel runners.

Direct-hung Metal Support System Attach perimeter wall track or angle wherever support system meets vertical surfaces. Mechanically join support members to each other and butt-cut to fit into wall track.

Install auxiliary framing at termination of drywall work, and at openings for light fixtures and similar work, as required for support of both the drywall construction and other work indicated for support thereon.

Wall/Partition Support Systems:

Install supplementary framing blocking and bracing at termination's in the work and for support of fixtures, equipment serviced, heavy trim, grab bars, toilet accessories, furnishings, and similar

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

work to comply with details indicated or if not otherwise indicated, to comply with applicable published recommendations of gypsum board manufacturer, or if not available, of "Gypsum Construction Handbook" published by United States Gypsum Co.

Provide wood blocking for toilet partitions and accessories of pressure treated 2"x 10" members secured to studs with a minimum of 3 fasteners, capable of resisting 300 pounds.

Space studs 16" o/c., unless otherwise indicated.

GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS.

Applicator must examine areas and conditions under which drywall and framing work is to be applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Architect.

Gypsum Board Application and Finishing Standards: ASTM C 840 and GA 216

Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 1' - 0" in alternate courses of board.

Install ceiling board in the direction and manner which will minimize the number of end butt joints, and which will avoid end joints in the central area of each ceiling. Staggered end joints at least 1' - 0".

Install wall partition boards vertically to avoid end-butt joints where possible, at stairwells and similar high walls, install boards horizontally with end joints staggered over studs.

Install Exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16" open space between boards. Do not force into place.

Locate either edge or end joints over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edge abut, tapered edges against tapered edges and mill-cut or field-cut ends. Do not place edges against cut edges or ends. Stagger vertical joints over different studs on opposite side of partitions.

Attach Gypsum board to supplements framing and blocking provided for additional support at openings and cutouts.

Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.

Cover both faces of stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Except where concealed application is required for sound, fire, air or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. area, and may be limited to not less than 75% of full coverage.

Isolate perimeter of non-load-bearing drywall partitions at structural abutments. Provide 1/4" to 1/2" space and trim edge with finish edge trim. Seal joints with acoustical sealant.

Floating Construction: Where feasible, including where recommended by manufacturer, install gypsum board over wood framing, with "floating" internal corner construction.

Space fasteners in gypsum board in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

METHODS OF GYPSUM DRYWALL APPLICATION:

Single-Layer Application

On ceilings apply gypsum board prior to wall/partition board application to the greatest extent possible.

On partitions/walls apply gypsum board vertically in full length sheets unless otherwise indicated.

On Partitions/walls 8'- 1 " or more in height apply gypsum board horizontally (perpendicular); use maximum length sheets possible to minimize end joints.

Single Layer Fastening Methods Apply gypsum board to supports with screws.

INSTALLATION OF DRYWALL TRIM ACCESSORIES:

General: Use same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports.

Install metal corner beads at external corners of drywall work

Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide L type finish trim with face flange to receive joint compound.

Install metal corner control joint (beaded type) where indicated. If not indicated, install not more than 30' o/c.

FINISHING OF DRYWALL

General: - Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare work for decoration. Pre-fill open joints and rounded or beveled edges, if any, using type of compound recommended by manufacturer.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Apply joint tape (as recommended by manufacturer) at joints between gypsum board, except where trim accessories are indicated.

Apply joint compound in 3 coats (not including pre-fill of openings in base), and sand between last 2 coats and after last coat. Follow manufacturers requirements for product and materials based on substrate materials and requirements.

Levels of Finishing:

Level 5 finishing following recommended levels of Gypsum Finish.

Partial Finishing: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which requires finishing to achieve fire-resistance rating, sound rating or to act as air or smoke barrier.

PROTECTION OF WORK:

Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum drywall work being without damage or deterioration at time of substantial completion,

END OF SECTION 09250

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 09680 – CARPET – CARPET TILE

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification sections, apply to work of this section.

SUMMARY

Extent, location and details of each type of carpeting are indicated on drawings, carpet data sheets and in schedules.

Work of this section is the scheduled Preparation, and Installation of Carpet Tiles, in pattern and layout indicated. The use of another manufacturer's will be considered should they be approved as an equal solely by the Architect.

DEFINITIONS:

Commercial Carpet: Carpet intended for use in commercial and public spaces, with construction, fire ratings, static control and appearance appropriate for this use.

SUBMITTALS:

Product Data: Submit manufacturer's product literature and installation instructions for the type of carpeting material and installation accessory required. Include methods of installation for each type of substrate application.

Submit written data on physical characteristics, durability, resistance to fading and flame resistance characteristics.

Shop Drawings: Submit shop drawings showing carpet, carpet tile layout and seaming diagrams, clearly indicating carpet direction, and types of edge strips, transitions, terminations and other related installation requirements. Indicate columns, doorways enclosing walls/partitions, built-in cabinets, and locations where cutouts are required in carpet. Show installation details at any special conditions.

Samples: Provide directly to the Owner a package of samples for review and selection in the Offset Tile family, allowing the Owner to clearly understand the various options of and patterns for the final arrangement of carpet tiles and visual effects of their selection.

QUALITY ASSURANCE:

Manufacturer Qualifications: Firm with not less than 3 years of production experience, whose

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

published literature, clearly indicates general compliance of products with requirements of this section.

Installer Qualifications: Firm specializing in carpet tile installation with not less than 2 years of experience in installation of carpeting similar to that required for this project.

Single Source Responsibility: Provide material produced by a single manufacturer for each carpet type.

TESTING:

Test Reports: Submit certified test reports evidence compliance with requirements for the following:

Fire performance characteristics.

Fire Performance Characteristics: Provide carpeting that is identical to that tested for the following fire performance requirements, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

Surface Burning Characteristics: As follows:

Flame Spread: Not more than 25.

Smoke Developed: Not more than 50.

Test Method: ASTM E 84

Critical Radiant Flux: As follows:

Rating: Not less than 0.45 watts per sq. centimeter (Class 1).

Test Method: ASTM E 648.

Certification: Submit manufacturer's certificates stating that materials furnished comply with specified requirements. Include supporting certified laboratory testing data indicating that material meets specified test requirements.

DELIVERY, STORAGE, AND HANDLING:

Deliver: Review manufacturer's recommendations for delivery of the selected materials to project site, in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity; lay flat, blocked off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

Comply with instructions and recommendation of manufacturer for special delivery, storage, and

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

handling requirements.

SEQUENCING AND SCHEDULING:

Sequence the carpet tile installation with other ongoing work to minimize possibility of damage and soiling during remainder of construction period. Contractor Note this project will require coordination with the Owner for timing, separation and protection of areas where scheduled new carpet tile work will occur, to reduce interference and obtain the best method for installation of the product and is necessary accessories.

MAINTENANCE:

Maintenance Instructions: Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated traffic and use conditions. Include precautions against materials and methods which may be detrimental to finishes and performance.

Replacement Materials: After completion of work, deliver not less than 2% of each type, color, and pattern of carpet tiles, exclusive of material required to properly complete installation. Furnish same production run as materials installed. Package the replacement materials with protective covering, clearly identified with appropriate labels, and store in a location so designated by the Owner.

PART 2 - PRODUCTS

MATERIALS:

Carpet for Floors: Provide carpet equal to the following manufactured by Shaw Contract Group 1-877-502-7429.

Heavy Use, Shaw Carpet Tiles:

Style Name	Offset Tile
Style Number	5T296
Construction	Multi-level Pattern Loop
Fiber	Eco Solution Q Nylon
Dye Method	100 % Solution Dyed
Primary Backing:	Synthetic
Secondary Backing:	Strataworx
Protective Treatment:	ssp shaw soil protection
Warranty:	10 year commercial limited
Product size:	24" x 24"
Gauge:	1/10
Stitches:	10.3
Finished pile thickness:	0.128 inches

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Average Density: 4500 per cu. Yd.
Total thickness: 0253 Inches
Tufted weight: 16.0 oz/yd²
Installation method: Monolithic

Performance + Testing:

Antimicrobial assessment: passes (AATCC-174)
Pill Test: Pass
RADIANT PANEL: Class1
NBS Smoke: Less than 450
Electrostatic Propensity: less than 3.5kv
DRI greenlabel plus: USA (GLP2671)

Carpet Color, Pattern, and Texture:

Provide materials in colors and patterns (if applicable) as selected by Architect/ Owner from manufacturer's standard colors and patterns.

ACCESSORIES:

Carpet Edge Guard, Non-metallic: Extruded or molded heavy-duty vinyl or rubber carpet edge guard of size and profile indicated; minimum 2" wide anchorage flange; colors selected by Architect from standard colors.

Installation Adhesive: Standard release type, water-resistant, non-staining as recommended by carpet manufacturer, which complies with flammability requirements for installed carpet.

Miscellaneous Materials: As recommended by manufacturers of carpet, cushions, and other carpeting products; selected by Installer to meet project circumstances and requirements.

PART 3 - EXECUTION:

EXAMINATION:

Examine Existing Substrate (wood/ conc.) for damage and moisture content and other conditions under which carpet tiles are to be installed. Notify contractor / architect, in writing of conditions detrimental to proper completion of the work. Submit written procedure for any corrections and or adjustments to existing substrate, meeting product manufacturer's requirements for repairs and full warranty compliance. Do not proceed until all unsatisfactory conditions are corrected.

All existing and new surfaces to receive carpet tile shall be thoroughly cleaned and dry and, in a condition, satisfactory to carpet installer and carpet manufacturer's recommendation's for installation. If floors are not level use leveling compound as specified. Examine substrates on

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

which carpet work will be installed and conditions under which work will be performed, notify the General contractor of record and Architect in writing of unsatisfactory conditions. Do not proceed with work until conditions are correct in a manner suitable to the installer and carpet tile manufacturer. No defective, stained or otherwise damaged or marred carpet tiles shall be installed on the job.

PREPARATION:

Repair minor holes, cracks, depressions, and rough areas using material recommended by carpet or adhesive manufacturer.

Clear away debris and scrape up cementations deposits from surfaces to receive carpet tiles; vacuum clean immediately before installation. Check all surfaces of whatever description to ensure no dusting through installed carpet; apply sealer where required to prevent dusting.

INSTALLATION:

Comply with manufacturer's recommendations:

Review and follow carpet tile manufacturer's instruction and recommendations for the preparation, adhesive and application of the scheduled product. For the proper installation of the scheduled carpet tiles and accessories, directions of carpet tiles; maintain uniformity of carpet direction and lay of pile. Follow seaming diagram as submitted and approved. At doors, center seams under doors; do not place seams in traffic direction of doorway.

Extend carpet / carpet tiles under open-bottomed obstructions and under removable flanges and furnishings, and into alcove and closets of each space.

Provide cut-outs where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.

Install carpet tile edge guard where edge of carpet is exposed; anchor guards to substrate.

Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

Glue-Down Installation:

Review and provide carpet tile manufacturers recommend adhesive, tools, and methods for proper installation methods and procedures. Fit sections of carpet tile into each space prior to application of adhesive. Trim edges and butt cuts with seaming cement.

Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt carpet edges tightly together to form seams without gaps. Roll entire carpet area lightly to eliminate air pockets and ensure uniform bond. Remove any adhesive promptly from face of

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

carpet by method which will not damage carpet face.

CLEANING:

Remove and dispose of debris and unusable scraps. Vacuum carpet using commercial grade machine with face-beater element. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.

PROTECTION:

Provide protective methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion.

END OF SECTION 09680

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 09900 - PAINTING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification Sections, apply to work of this section.

DESCRIPTION OF WORK:

Work includes painting and finishing of new interior masonry/concrete walls, and gypsum board walls, doors and frames, including exposed items and surfaces throughout project and related items and/or surfaces that have had surfaces damaged in the execution of the work, except as otherwise indicated, and typically those items requiring painting found on projects of this nature.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

Paint as used herein means all coating system materials including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

Surfaces to be painted: Except where natural finish of materials is specifically noted as a surface not to be painted, paint exposed surfaces. If color or finish is not designated, Architect will select these from manufacturer's standard colors or finishes available.

Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work, and similar items.

Do not paint over CODE REQUIRED LABELS, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification performance rating, name or nomenclature plates.

QUALITY ASSURANCE

Single Source Responsibility Provide primers and other under coat paint produced by same manufacturer as finish coats, use only thinners approved by paint manufacturer, and use only within recommended limits.

Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates, upon request from other trades, furnish information or characteristics of finish

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

materials provided for use, to ensure compatible prime coats are used.

SUBMITTALS:

Product Data: Submit manufacturer's technical information in accordance with Section -01340. Submit manufacturer's specifications including paint label analysis and application instructions for each material specified. List each material and cross reference to the specific finish system specified. Identify by manufacturer's catalog number and general information.

The Architect reserves the right to select colors from manufacturer's pre-mixed colors and to vary the color of finishes on different surfaces throughout the project.

Samples: Prior to beginning work, the Architect shall be furnished color chips for surfaces to be painted. Use representative colors when preparing sample areas for review.

DELIVERY AND STORAGE

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

- Name or title of material.
- Manufacturer's name
- Contents by volume, for major pigment and vehicle constituents.
- Thinning instruction.
- Application instructions.
- Color name and number

Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

Store in secure storage structures outside of the building or in areas of the building approved in writing by the Owner and local Fire Marshal.

Protect from freezing where necessary. Keep storage area neat and orderly.

Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

JOB CONDITIONS:

Apply water-base paints only when temperature of surfaces to be painted and

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

surrounding air temperatures are between 50 degrees F. (10 degrees C) and 90 degrees F. (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F. (7 degrees C), and 95 degrees F. (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

PART 2- PRODUCTS

ACCEPTABLE MANUFACTURERS

Available Manufacturers: subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Benjamin Moore and Co. (Moore)
PPG Industries, Pittsburgh Paints (Pittsburgh)
Devoe (Devoe)
Sherwin-Williams (S-W)

MATERIALS:

Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

Color Pigments Pure, non-fading, applicable types to suit substrates and service indicated.

EXECUTION:

INSPECTION

Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until all unsatisfactory conditions have been corrected in a manner acceptable to Applicator and paint manufacturer.

Starting of painting work will be construed as Applicator's acceptance of surfaces and

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

conditions within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of durable paint film.

SURFACE PREPARATION:

General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

On existing paint finished surfaces, remove all loose coatings and prime all exposed substrata as specified. Roughen glazed areas and enamel painted areas with sandpaper and wipe clean with mineral spirits. Prime all stains with sealer recommended by manufacturer of finish coating system. Clean all open cracks of loose and unsound material. Fill all cracks, holes and surface imperfections less than 1/8" wide, with vinyl paste spackling compound and finish smooth.

Previously painted surfaces require no prime coat except as specified above. Spot prime all stains with "Stain Killer" formulated for specific stain encountered.

Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

Cementitious Materials: Prepare cementitious surfaces of concrete block, cement plaster and cement asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid, or another etching cleaner. Flush with clean water to be neutralizing acid, and allow to dry before painting.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

When transparent finish is required, use spar varnish for back-priming. Seal tops, bottoms, and cut-outs (hardware openings etc.) of unprimed wood doors with heavy coat of colored varnish or equivalent sealer immediately upon delivery to job.

Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

Touch up shop applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum-based solvent.

MATERIALS PREPARATION:

Mix and prepare painting materials in accordance with manufacturer's directions.

Maintain containers used in mixing application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION:

General: Apply paint in accordance with manufacturer's directions, use applicators and techniques best suited for substrate and type of material being applied. The Contractor is also hereby notified that painting of surfaces is to begin early in day and be completed no later than noon of same day to allow sufficient drying time. Coordinate with

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

requirements of Summary of Work for Contractor's work limits.

Provide finish coats which are compatible with prime paints used.
Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance.
Give special attention to ensure that surfaces, including edges, corners, crevices, welds,
and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

SCHEDULING PAINTING: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed on exterior surfaces and in occupiable spaces.

Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by factory

Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage, Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

Completed Work: Match approved sample areas for color, texture, coverage and quality of workmanship. Remove refinish or repaint work not in compliance with specified requirements.

CLEAN UP AND PROTECTION:

Clean-up: During progress of work, remove from site discarded paint materials, rubbish,

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

cans and rags at end of each work day.

Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At completion of work of other trades, touch up and restore all damaged or defaced surfaces.

EXTERIOR PAINT SCHEDULE

Paint Wood Trim:

Full gloss alkyd for Deep Colors: 2 finish coats over primer

Prime Coat: Exterior Primer Coating (FS TT-P-25)
Benjamin Moore: Fresh Start All purpose 100% Acrylic Primer 023
Devoe: 1102 All Weather Alkyd House Paint Primer
Pittsburgh: 6-9 Speedhide Exterior Wood Primer
S-W: SWP exterior Gloss Finish

Low Luster Finish: 2 coats

First and Second Coats: Alkyd-oil Paint for Wood Shakes and Rough Siding (FS-TT-P-52)
Benjamin Moore: MoorGuard 103 Low Lustre Fortified Acrylic
Devoe: 14XX DE-Vo-K0 Exterior alkyd Flat Shake Paint
Pittsburgh: 6-Line Speedhide Exterior Wood Finishes
S-W: S-W Exterior Solid Stain

INTERIOR PAINT SCHEDULE:

General: Provide the following paint systems for the various substrates and locations, as indicated.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

**Concrete and Concrete Masonry Units and Brick:
Semi-Gloss Enamel:**

Filler Coat: Solvent-Thinned Block Filler. Apply 2 filler coats at a rate to ensure complete coverage with pores filled.

Moore: Moore's Waterproofing Masonry Paint.
S-W: S-W Pro-Mar Block Filler.

First Coat: Enamel Undercoat.

Moore: Moore's Alkyd Enamel Underbody.
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel.

Second Coat: Odorless Interior Alkyd Semi-Gloss Enamel.

Moore: Moore's Satin Impervo Enamel.
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel

FERROUS METAL

Semi-Gloss Enamel Finish: 2 Finish Coats over primer, with total dry film thickness not less than 2.5 mils. Apply to all ferrous metal surfaces unless indicated otherwise.

Prime Coat: Red Lead Pigmented Primer. Primer is not required on items delivered shop primed.

Devoe: 41821 Bar-Ox Red Lead Metal Primer
Moore: Iron-Clad Retardo Rust Inhibitive Paint
Pittsburgh: U6104 Speedhide Red Lead Primer
S-W: S-W Kromik Metal Primer

Second and Third Coat: Interior Enamel Undercoat

Devoe: 8801 Velour Alkyd Enamel Undercoat
Moore: Moore's Alkyd Quick-Drying Enamel
Pittsburgh: 6-6 Speedhide Quick-Drying Enamel Undercoat
S-W: S-W Pro-Mar Alkyd Semi-Gloss

Galvanized Metal:

Prime Coat: Zinc Dust - Zinc Oxide Primer Coating

Moore: Iron-Clad Galvanized Metal Primer.
PPG: 6-215 / 6-216 Speedhide Galvanized Steel Paint.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

S-W: S-W Galvanized Iron Primer.
Second Coat: Interior Enamel Undercoat. /

Moore: Moore's Alkyd Enamel Underbody.
S-W: S-W Pro-Mar Alkyd Semi-gloss.
PPG: 6-6 Speedhide quick-Drying Enamel Undercoater.

Third Coat: Odorless Interior Semi-Gloss Alkyd Enamel.

Moore: Moore's Satin Impervo Enamel.
PPG: 27-109 Wall-Hide Semi-Gloss Enamel.
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel.

GYPSUM DRYWALL:

LUSTERLESS (FLAT) EMULSION FINISH: 3 coats (1 primer 2 finish), apply to all gypsum drywall unless indicated otherwise.

First Coat: Interior Latex Base Primer coat

Devoe: 50801 Wonder-Tones Latex Flat Wall Paint
Moore: Moore's Latex Quick-Dry Prime Seal
Pittsburgh: 6-2 PPG Quick-Drying Interior Latex Primer Sealer
S-W: S-W Pro-Mar Latex Wall Primer

Second and Third Coat: Interior Flat Latex Base Paint

Devoe: 36XX Wonder-Tones Interior Latex Flat Wall Paint
Moore: Moore's Regal Wall Satin
Pittsburgh: 6-7 Speedhide Latex flat Wall Paint

EPOXY FINISHES:

Wall Surfaces: (Truck Bay - Gypsum Board Surfaces)

First Coat: Water Base – Masonry Walls – Gloss Finish
S-W: Water Based Catalyzed Epoxy B70/B60V15
Pittsburg: Water Based Pitt-Glaze – Interior / Exterior Block Filler.
Moore: IMC Waterborne Epoxy Block Filler

Second Coat and Third Coats:

S-W: Water Based Catalyzed Epoxy B70/B60V15
Pittsburg: Water Based Pitt-Glaze Epoxy 16-801/16-802
Moore: IMC Polyamide Epoxy Gloss
S-W Pro-Mar 400 Latex Flat Wall Paint

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

PAINTED WOODWORK:

Semi-Gloss Enamel Finish: 3 Coats

First Coat: Interior Enamel Undercoat

Devoc: 8801 Velour Alkyd Enamel Undercoat
Moore: Moore's Alkyd Enamel Underbody
Pittsburgh: 6-6 Speedhide Quick-Drying Enamel Undercoater
S-W: S-W Wall and Wood Primer

Second and Third Coats: Odorless Interior Semi-Gloss Enamel

Devoc: 26XX Velour Alkyd Semi-Gloss Enamel
Moore: Moore's Satin Impervo Enamel
Pittsburgh: 2-109 Wall-Hide Semi-Gloss Enamel
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel

TRANSPARENT STAIN & VARNISH

Interior finished Wood: (Follow AWI Standards for field finishing)

Stain Coat: Interior Oil Stain

Moore: Benwood Interior Stain.
S-W: S-W oil stain.

First Coat:

Moore: Moore's Benwood Paste wood filler
S-W: S-W Pro-Mar Varnish Sanding Sealer.

Filler Coat on Open Grain Wood: Paste Wood filler, wiped before first varnish coat.

Moore: Moore's Benwood Satin Finish Varnish.
S-W: S-W Sher-wood Fast-Dry Filler.

Second Coat: Oil Rubbing Varnish.

Moore: Moore's Benwood Satin Finish Varnish.
S-W: S-W Oil Base Varnish, gloss.

END OF SECTION 09900

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

SECTION 10522 -FIRE EXTINGUISHERS, CABINETS, & ACCESSORIES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of fire extinguishers, cabinets and accessories are indicated on the drawings and specified here-in.

Types of products required include:

- Fire extinguishers - General
- Fire extinguisher Cabinets.
- Wall mounted Fire Extinguishers and Mounting brackets.

QUALITY ASSURANCE:

Single Source Responsibility: Obtain products in this section from one manufacturer.

Coordination: Verify that fire extinguisher cabinets are sized to accommodate fire extinguishers of type and capacity indicated.

UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

SUBMITTALS:

Product Data: Submit product data for each type of product included in this section. For fire extinguisher and cabinets include roughing-in dimensions and details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, and panel style and materials.

PART 2-PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

J. L. Industries. - Ambassador # 1017G10 w/ saf-T-lok (semi-recessed mtd) w/FE letters.
Larsen's Mfg. Co. - Gemni Series # G 2409-6R (semi-recessed mtd) w/ FE letters.
Or approved equal

FIRE EXTINGUISHERS:

General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated, in colors and finishes selected by Architect from manufacturer's standard which comply with requirements of governing authorities.

Fill and service extinguishers to comply with requirements of governing authorities and manufacturer's requirements.

Abbreviations indicated below to identify extinguisher types related to UL classification and rating system and not, necessarily to type and amount of extinguishing material contained in extinguisher.

Multipurpose Dry Chemical Type: UL-rated 4A-60-BC, 10 lb. (5" dia. x 20 1/2") nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.

MOUNTING BRACKETS:

Provide manufacturer's standard brackets designed to prevent accidental dislodgment of extinguisher, of sizes required for type and capacity of extinguisher indicated, in manufacturer's standard plated finish.

Provide brackets for extinguishers not located in cabinets.

FIRE EXTINGUISHER CABINETS:

General: Provide fire extinguisher cabinets where indicated, of suitable size for housing fire extinguishers of types and capacities indicated.

Construction: Manufacturer's standard enameled steel box, with trim, frame, door and hardware to suit cabinet type, trim style, and door style indicated. Weld all joints and grind smooth. Miter and weld perimeter door frames.

Cabinet Type: Suitable for mounting conditions indicated, of following types:

Semi-Surfaced: Cabinet box (tub) semi-recessed mounted in wall construction. Provide rated tub at rated wall locations.

Trim Style: Fabricate trim in one piece with corners mitered, welded and ground smooth. Rolled edge 2 1/2" RT.

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

Exposed Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).

Trim Metal: painted steel.

Door Material and Construction: Manufacturer's standard door construction, of material indicated, coordinated with cabinet types and trim styles selected.

Provide silk screen lettering specifying "Fire Extinguisher".

Door Hardware: Provide manufacturer's standard door operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide either lever handle with cam action latch, or door pull, exposed or concealed, and friction latch. Provide concealed or continuous type hinge permitting door to open 180 degrees. Hardware to meet ADA requirements for accessibility.

FACTORY FINISHING OR FIRE EXTINGUISHER CABINETS:

General: Comply with NAAMM "Metal Finishes Manual" for finish designations and application recommendations except as otherwise indicated. Apply finishes in factory after products are assembled. Protect cabinets with plastic or paper covering, prior to shipment.

Painted Finishes: Provide painted finish to comply with requirements indicated below for extent, preparation and type:

Extent of Painted Finish: Apply painted finish to both concealed and exposed surfaces of cabinet components except where other than a painted finish is indicated.

Color: Provide color or color matches indicated, or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.

Preparation: Clean surfaces of dirt, grease, and loose rust or mill scale.

Baked Enamel Finish: Immediately after cleaning and pre-treatment, apply cabinet manufacturer's standard baked enamel finish system to the following surfaces:

Exterior and interior of cabinet.

PART 3-EXECUTION

**Danielson Domestic Violence Shelter
Scheduled Renovations
and Modernization's
Killingly, CT.**

INSTALLATION:

Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with applicable regulations of governing authorities.

Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.

Where exact location of surface-mounted cabinets and bracket-mounted fire extinguishers is not indicated, locate as directed by Architect.

Scheduled location of Semi-Recessed Fire Extinguisher and Cabinets:

Lower Floor:

Fellowship Hall: Provide 2 (one each end of Room by EXIT Door)

Kitchen: one located by EXIT door

Lobby: On elevator wall at edge of ramp.

Wall Mounted type in Exiting Mechanical room.

Main level:

Main Lobby on elevator wall.

Worship Area: Provide 2 (one a paired entry door and at back of platform)

Revised Lobby at the electric water cooler.

New Corridor 'A' at end of existing gable wall.

Provide a double-sided sign above each extinguisher.

IDENTIFICATION:

Identify existence of fire extinguisher in cabinet with lettering spelling "**FIRE EXTINGUISHER**" applied to door by process indicated below. Provide lettering to comply with requirements indicated for letter style, color, size, spacing and location or, if not otherwise indicated, as selected by Architect from manufacturer's standard arrangements.

Application Process: Silk screen.

Identify bracket-mounted extinguishers with red letter decals spelling "**FIRE EXTINGUISHER**" applied to wall surface. Letter size, style and location as selected by Architect.

END OF SECTION 10522

FIRE EXTINGUISHERS, CABINETS, & ACCESSORIES 10522 - 4