PROJECT MANUAL

TOWN OF PUTNAM, CONNECTICUT

ROOF REPLACEMENT FOR PUTNAM ELEMENTARY SCHOOL

33 WICKER STREET
PUTNAM, CONNECTICUT 06260

STATE PROJECT NO. 116-0021 RR
HRA PROJECT NO. 2024-06

BC/CD Submission: October 6, 2024

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272
292 MAIN STREET
MIDDLETOWN, CT. 06457

PROJECT MANUAL DIRECTORY

PROJECT: Roof Replacement
Putnam Elementary School
33 Wicker Street
Putnam, CT 06260

ALL QUESTIONS REGARDING THIS PROJECT MUST BE DIRECTED TO THE ARCHITECT

OWNER: Town of Putnam

ARCHITECT: Hibbard & Rosa Architects, L.L.C. Office # (860) 961-2107
100 Riverview Center, Suite 272
292 Main Street
Middletown, Connecticut 06457
Thomas F. Hibbard
Project Architect

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PUTNAM ELEMANTARY SCHOOL
PUTNAM, CT

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ROOF REPLACEMENT FOR PUTNAM ELEMENTARY SCHOOL

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INVITATION TO BIDDERS
ROOF REPLACEMENT FOR
PUTNAM E;EMENTARY SCHOOL
PUTNAM, CT

The Putnam Board of Education will receive sealed bids until 3:00 PM, prevailing local time on Thursday March 6, 2025 at Putnam Board of Education Office, 152 Woodland Ave, Putnam CT at which time they will be opened and read aloud. The building is open Monday thru Friday between the hours of 8:30 a.m. and 4:30 p.m. Plans and specifications will be made available to Contractors who attend the mandatory pre-bid on the BOE bid page:

https//www.putnamschoolsct.org/district/district/pages/bids

1. All bids shall be sealed and clearly labeled Roof Replacement – Putnam Elementary School Contractor submitting bids shall be DAS pre-qualified as "ROOFING"

2. Work required pursuant to this contract includes the following:

    a. Furnishing all labor, materials, equipment, services and incidentals necessary for the removal of existing roof systems down to the existing metal, tectum, gypsum or concrete roof deck and the installation of the following:

        - A new asphalt shingle roof system of approximately 80,911 sq. ft. on ice and water shield or underlayment on sloped roof deck where indicated on drawings. The new roof system shall have a base 50 year GAF Golden Pledge warranty (or equal) non-pro-rated, no dollar limit labor and material warranty, for the first 20 years.

        - A new structural standing seam metal roof system of approximately 2,420 sq. ft. on ice and water shield or underlayment on sloped roof deck where indicated on drawings. The new roof system shall have a base 30 year non-pro-rated, no dollar limit labor and material warranty.

3. General and Subcontract Bids shall consist of but are not limited to: general construction, carpentry, sheet metal work, electrical work, site restoration and all other work necessary for or incidental to the full completion of the entire project, including all equipment, labor, material, and incidentals in connection therewith.

4. The work of this contract must be substantially complete by August 16, 2025. If not substantially complete by August 16, 2025 the contractor shall face a penalty of $100 for every calendar day beyond the substantial completion date.

5. A responsible bid must contain four (4) documents: 1. Bid Bond, 2. The Contractor Prequalification Certificate, 3. Updated (Bid) Statement and Non-Collusive Affidavit, 4. Bid Form The classification ROOFING is required as a minimum.

6. Questions regarding the bid or the Contract Documents may be directed to Putnam Board of Education Office, Facilities Department, 35 Wicker Street, Putnam, Connecticut, 06260, Attn: Mr. Marc Coderre E-mail: coderrem@putnam.k12.ct.us

7. Addenda will be issued via email to all mandatory walkthrough respondents and posted on the town website.

8. A Bid Bond of five percent (5%) of the bid amount is required. The selected bidder will be required to post Performance and Payment Bonds in the full amount of the Contract Sum.

9. The successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond and Certificate of Insurance to the Finance Director within ten (10) days of notice of bid award

10. A mandatory pre-bid meeting between prospective bidders and the Architect will convene in **front of the Putnam Elementary School, located at 33 Wicker Street, Putnam, CT, on** when project details will be discussed and questions answered. **Wednesday, February 19, 2025 at 11:00 am**

11. All bid proposals must be submitted on the designated forms. The Putnam Board of Education reserves the right to waive any defect in any bid and reserves the right to reject any or all bids. All bids must be completely filled out when submitted.

12. The Putnam Board of Education reserves the right to reject the low bid, or the unit prices when deemed in the best interest of the Owner, and to negotiate with the lowest qualified bidder.

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
~~«Drafts»~~
~~«»~~

THE OWNER:
(Name, legal status and address)
~~«»«»~~
~~«»~~

THE ARCHITECT:
(Name, legal status and address)
~~«»«»~~
~~«»~~

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

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ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

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§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

~~«Drafts»~~
~~«»~~

THE OWNER:
(Name, legal status and address)

~~«»«»~~
~~«»~~

THE ARCHITECT:
(Name, legal status and address)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 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.

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 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,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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other rights or obligations of indemnity which 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 Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

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§ 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, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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.

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 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.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

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

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

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

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

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

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

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

§ 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.

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

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The General Conditions of this contract are stated in the AIA document A201, "General Conditions of the Contact for Construction" – 2007; a copy of which is bound in with this specification.

These supplementary Conditions contain changes and or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

Article 1. – General Provisions

1.1.1 Delete the last sentence beginning "Unless specifically enumerated." and substitute the following:

The Contract Documents also include the Contract Proposal Form and the General Bidding Instructions and all other documents listed in 1.1.7 (PROJECT MANUAL).

1.2 Add the following subparagraph 1.2.3.1:

When applied to materials and equipment required for work, the words "furnish", "install", and "provide" shall mean the following. The word provide shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use. The word "furnish" shall mean to secure, pay for deliver to site, unload, and uncrate materials and equipment. The word "install" shall mean to unload, uncrate, place in position, incorporate in the work, adjust clean, make fit and ready for use, and perform all services for materials and/or equipment furnished by others. The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material, and equipment and install..."

Add the following subparagraph 1.2.3.2:

In the event of a conflict between the documents, the following shall be the order of precedence:

1. Amendments and addenda shall take precedence over the Specifications.
2. The Specification shall take precedence over the drawings.
3. Stated dimensions shall take precedence over small scale dimensions.
4. Large scale detail drawings shall take precedence over small scale drawings.
5. Schedules shall take precedence over other data on the drawings.

Add the following subparagraph 1.2.3.3:

In case of a difference between Drawings and Specifications or within either document itself in describing the work, the better quality, greater quantity, or more costly work will be assumed to be and shall be included in the contract price. Refer the matter to the Architect's attention for resolution prior to bid opening.

Add the following subparagraph 1.2.4:

Before ordering any material or doing any work, the Contractor in all cases shall verify all locations, types, quantities and conditions of materials and shall be responsible for correctness of same.

Add the following subparagraph 1.2.6:

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

Add the following subparagraph 1.2.7:

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

Article 2. – Owner

2.2 Information and Services Required of the Owner

2.2.5 Delete completely and substitute the following:

Two (2) sets of plans and specifications will be furnished to the bidder or bidders upon award of the contract. Additional sets may be purchased from Hibbard & Rosa Architects, LLC for $100.00 for one set of plans and one set of specifications.

2.3 Owner's Right to Stop the Work

Add the following subparagraph 2.3.2:

All work and practices of an unsafe nature and not in accordance with the terms of the contract will be disallowed by the Owner or Owner's Representative. The Contractor shall promptly improve on said practices to the satisfaction of the Owner or the Owner's Representative.

Add the following subparagraph 2.3.3:

Neither the final payment nor any partial payment relieves the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, they shall make right any defect due therefrom which occurs within the same area.

Add the following subparagraph 2.3.4:

The Owner or Owner's Representative have the authority to stop work whenever the continuation of work threatens the building environment or creates an unsafe condition and the Contractor has not taken appropriate actions to correct deficiencies even when notified and given time to respond.

Article 3. – Contractor

3.1 General

Add the following subparagraph 3.1.4:

The Contractor shall schedule a Pre-Construction meeting with the Owner, Architect, building staff and all other interested parties to review the project and scope of work. The Pre-Construction meeting will be scheduled after the notice of award and prior to the start of any work. The Pre-Construction meeting will be held at the site and will at a minimum include the following:

1. Review scope of work.
2. Review project logistics including but not limited to; site access, storage of materials, removal of debris, interruptions to building operations.
3. Working hours.
4. Contractor's personnel who will have access to the building interior.
5. Staff points of contact.

The Architect will prepare and distribute minutes of the meeting.

3.6.1 Taxes

Add the following subparagraph 3.6.2:

Under the terms of the regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his bid nor change any use or sales tax thereon.

3.7 Permits, Fees, Notices

Add the following subparagraph 3.7.1:

The Town of Putnam will waive the Town's portion of the Building Permit Fee. The Contractor shall be responsible to pay the State of Connecticut's portion of the building permit fee. The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as a part of the construction process.

Add the following subparagraph 3.7.1.1:

Contractor shall post building permit at job site.

Add the following subparagraph 3.7.5:

It is the Contractor's responsibility to secure all necessary permits and send out proper notifications. Contractor shall bear the cost of all fees above and beyond local building permits. The Contractor shall be responsible for obtaining Certificate of Occupancy and/or Compliance as might be required by the regulating authorities.

3.9 Superintendent

Add the following subparagraph 3.9.4:

The superintendent shall be called a Site Supervisor for purposes of this contract. He will also serve as a competent person per OSHA 29 CFR 1926.1101.

Add the following subparagraph 3.9.5:

The Site Supervisor/Competent Person will be present whenever work of any type is being performed on this project.

3.10 Contractor's Construction Schedules:

Add the following subparagraph 3.10.4:

Liquidated damages of $100.00 per calendar day will be assessed for late completion of the work.

3.12 Use of the Site

Add the following subparagraph 3.12.11:

Contractor shall submit letter of certification to the Architect for materials and assemblies which are required to have a flame spread or fire rating as described and required by applicable codes and the specifications.

3.17 Royalties and Patents

Add the following subparagraph 3.17.2:

The Contractor shall bear all costs for Patent Infringement penalties, fees and legal costs. The Contractor is responsible for his own licensing on Patents or be prepared to fully defend his discussion on the issue.

3.18 Indemnification

Add the following subparagraph 3.18.2.1:

To the fullest extent permitted by the law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless The Town of Putnam, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance or lack or performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the subcontractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. If any and all claims against anyone hereunder by an employee of the subcontractor, or sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits act.

Article 7 – Changes in Work

7.1 Changes

7.1.1 Delete completely and substitute the following:

Changes in work may be accomplished after the execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 Delete paragraph completely.

7.2 Change Orders

7.2.2 Add the following subparagraph 7.2.2 :

If the cost or credit to the Town of Putnam resulting from a change in the work is determined under clause 7.3.3.1 or 7.3.3.3, the following value of such cost or credit shall be determined as follows:

1. The cost of labor performed and material used by the Contractor with his own forces.

2. The cost of workman's compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bond.

3. The maximum allowable Overhead and Profit markup on any change order for work directly performed by the prime contractor is 10% over direct labor/material costs.

4. Th maximum allowable Overhead and Profit markup on any change order for the work performed by a SUBCONTRACTOR of the prime contractor is 10% over the direct labor/material costs of the SUBCONTRACTOR, plus 5% of the total costs for the prime contractor.

5. On work to be performed by a Subcontractor, the Contractor's allowance is to be five (5%) applied to a total cost of Subcontractor's work, including his allowance as per Paragraph 7. The total allowance of the Subcontractor and Contractor shall be fifteen (15%).

6. On any changes involving the Contractor, Subcontractor, or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.

7. On work to be performed by a subcontractor, the Subcontractor's allowance is to be ten percent (10%) for his overhead and profit applied to paragraphs .1, .2, and .3 above.

8. The Contractor , when performing work under .3 shall , when requested, promptly furnish in a form satisfactory to the Town of Putnam, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

7.3.8 Delete paragraph completely

Article 8 – Time

8.3.1 Delete the following from subparagraph 8.3.1:

"or by delay authorized by the owner pending mediation and arbitration"

Article 9 – Payments and Completion

9.3 Applications for Payment

9.3.1.1 Delete paragraph completely

9.4 Certificates for Payment

9.4.1 In first sentence of paragraph change "seven" to "ten".

Add the following subparagraph 9.4.1.1:

The amount paid the contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the work.

Add the following subparagraph 9.4.1.2:

The Owner will within thirty (30) calendar days after approval of the application for Payment by the Building Committee , pay the Contractor the due amount, as approved by the Project Architect.

9.5 Decisions to Withhold Certification

Add the following subparagraph 9.5.2.1:

All prior payments are subject to corrections, adjustments made for such corrections may be made only by submission of a corrected Application for Payment.

9.6 Progress Payments

Add the following subparagraph 9.6.8:

No interest is to be allowed or paid by the Town of Putnam upon any moneys retained under the provisions of this contract.

Add the following subparagraph 9.6.9:

four (4) copies of the Certificate for Payment shall be forwarded to Mr. Thomas Hibbard, Architect, Hibbard & Rosa Architects, LLC. The Contractor shall include two (2) copies of the Certified Payrolls and OSHA 10 cards along with each submission for payment.

9.7 Failure of Payment

9.7.1 In the first sentence of the paragraph, change “seven” to “ten” and “ten” to “fifteen”

9.10 Final Completion and Final Payment

Add the following subparagraph 9.10.1.1:

Upon notice, verbal or written, from the Contractor that the work is complete, the Architect or other designated representative will make a final inspection of the work with the Contractor and will notify him of any defective work and the corrective measure to be taken. The Contractor shall immediately take steps to rectify any defective work.

Add the following subparagraph 9.10.1.2:

After the Contractor has completed any such corrections to the satisfaction of the Architect or other designated representative and delivered all documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payment. The final application for payment shall be accompanied by such supporting data as the Architect or other designated representative may require, such as legally effective releases or waivers of all liens arising from the Contract Documents for Labor Services, material and equipment furnished hereunder.

Add the following subparagraph 9.10.1.3:

If, on the basis of his observations and review of the work during construction, his final inspection and his approval of the final application for payment, the Architect is satisfied that the work has been completed and that the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days present the Application for Payment. Otherwise, he will return the application to the Contractor, indicating his reasons for refusal in writing, in which case the Contractor will make the necessary corrections and resubmit the application.

Add the following subparagraph 9.10.1.4:

Before issuance, and as a condition of final payment, the Contractor shall deliver the Certificate of Occupancy to the Owner. If a certificate of Occupancy is not required, deliver a letter from the Building Official saying so.

Add the following subparagraph 9.10.6:

The Contractor who is selected to perform this State project must comply with CT General Statutes 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative services (DAS) under provisions of CT General Statute 4a-60g, as amended. **(25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.)** The Contractor must demonstrate good faith effort to meet the twenty-five (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

Article 11 – Insurance and Bonds

11.1 Contractor's Liability Insurance

Delete the semicolon at the end of clause 11.1.1.1 and add:

including private entities performing work at the site and exempt from coverage on account of the number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project;

Delete the semicolon at the end of clause 11.1.1.2 and add:

persons or entities excluded by statute from the requirements of clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that clause.

Add the following subparagraph 11.1.1.9:

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premise operations (including X, C and U coverage's as applicable)

2. Independent Contractors' Protective.

3. Products and Completed Operations.

4. Personal Injury Liability with Employment Exclusion deleted.

5. Contractual, including specified provision for Contractor's obligation under paragraph 3.18

6. Owned, non-owned and hired motor vehicles.

7. Broad Form Property Damage including Completed Operations.

Add the following subparagraph 11.1.1.10:

If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following subparagraph 11.1.1.11:

General Liability Insurance shall be as follows:

Premise and Operations.
Explosions, Collapse, and Underground Hazards.

Independent Contractors.
Broad Form Property Damage.
Contractual Liability.
Products and Completed Operations.
Personal Injury with Employment Exclusion Deleted.
Occurrence basis.

Bodily Injury:

Each person:	$1,000,000.00
Each occurrence:	$1,000,000.00

Property damage:

Each occurrence:	$1,000,000.00
Aggregate:	$1,000,000.00

Comprehensive Automobile Liability Insurance shall include non-owned and hired automobiles. Coverage's shall be as follows:

Bodily Injury:

Each person	$1,000,000.00
Each occurrence	$1,000,000.00

Property damage:

Each accident:	$1,000,000.00

Workman's Compensation:

Connecticut Statutory Coverage

Employer's Liability:

Each person:	$1,000,000.00
Each occurrence:	$1,000,000.00

Thirty (30) day notice of cancellation on all policies is required.

All certificates shall be made out to the Contractor and all liability policies shall name the Town of Putnam, as an additional insured.

Add the following subparagraph 11.1.12:

Submit ACORD insurance certificates with AIA Document C715 Attachment in triplicate. Answer all questions. Include title of authorized representative who signed certificate and the following statement " A copy of this certificate is on file in the office of the insurance company which underwrites the policy".

11.2 Owner's Liability Insurance

Add the following subparagraph 11.2.2:

Until the work is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the whole work at the Site to the full insurance value thereof.

11.3 Property Insurance

Add the following subparagraph 11.3.1.6:

All losses defined which are not recoverable by virtue of the $10,000 Deductible clause shall be absorbed by the Contractor. Equipment and tools of the trade are at the risk of the Contractor. Other losses not covered by this policy will be absorbed by the Contractor.

11.4 Performance Bond and Payment Bond

Add the following subparagraph 11.4.3:

Furnish Performance Bond and Payment Bond for 100% of the Contract Amount, written by a surety licensed to do business in the State of Connecticut.

Article 13 – Miscellaneous Provisions

13.1 Governing Law

Add the following subparagraph 13.1.2:

The Contract shall comply with all applicable laws, regulations, and requirements, Federal, State of Connecticut and Local. All State, County and Town codes and ordinances are applicable. The Contractor shall adhere to all OSHA job safety requirements, and otherwise observe safe working practices. All details of the work shall be made in strict accordance with the latest edition of the National Electrical code.

13.6 Interest

Delete paragraph 13.6 in its entirety

13.8 Expenses Incurred as a Result of Default or Breech

Add the following paragraph 13.8:

If any party of this contract shall default or breech any of its Obligations, the defaulting or breeching party shall pay to the non- defaulting/breeching party all reasonable cost and expenses incurred in enforcing this contract, including a reasonable attorney fee.

13.9 Prevailing Wage Requirements

Add the following paragraphs 13.9.1:

Attention is called to the fact that no less than the prevailing wage rates set forth by the State of Connecticut pursuant to section 31-53/31-54 of the Connecticut General Statutes as amended and as referenced in the Specifications must be paid on this project. Such schedule will be furnished to any person requesting the same at no cost. Attention is called to the requirements for Workman's Compensation and Condition of Employment.

Add the following subparagraph 13.9.2:

A list of applicable prevailing wage rates must be posted in a conspicuous location at the work site for all of the Contractor's employees to see.

Article 14 – Termination or Suspension of the Contract

14.1 Termination by the Contractor

Add the following subparagraph 14.1.1.5:

Fails to remedy defective work.

Add the following subparagraph 14.1.1.6:

Third party claims against owner or reasonable evidence indicating probability of filing of such claim or claims.

Add the following subparagraph 14.1.1.7:

Reasonable evidence that work will not be completed within the Contract time.

Add the following subparagraph 14.1.1.8:

Persistent failure to carry out the work in accordance with the Contract Documents.

Add the following subparagraph 14.1.1.9:

Unnecessary or unreasonable delay in performing the work.

Add the following subparagraph 14.1.1.10:

This contract may be terminated if the Contractor is adjudged bankrupt, or, if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

14.2 Termination by the Owner for Cause

Delete completely and substitute the following subparagraph 14.2.2.3:

Furnish the work by whatever reasonable method the Owner may deem expedient.

14.3 Termination by the Owner for convenience

14.4.3 Delete completely and substitute the following:

14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work executed.

End of Supplementary Conditions

The Instruction to Bidders of this contract are stated in the AIA document A701, "Instruction To Bidders" – 1997; a copy of which is bound in with this specification.

These supplementary Conditions contain changes and or additions to the Instruction to Bidders, which where they are not specifically herein modified remain in full effect.

PART 1 GENERAL

1.1 COMPLETION DATE

A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Contract Bid Form. There is no exception to this contract requirement, unless approved otherwise by contract change order.

B. If the work for this project is not substantially completed by 11:59 PM by the dates stipulated in the Contract Bid form for each of the bid components requiring durations or deadlines, liquidated damages of One Hundred Dollars ($100.00) per day or part of thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner. "Substantial Completion" is as defined in the General Conditions of the Contract for Construction, AIA Document A201 included in the project manual. "Substantial Completion" is further defined as the date at which the local authorities with jurisdiction over the project grant a temporary or permanent certificate of occupancy for each project area.

1.2 RESPONSIBIITY FOR MEASUREMENT OF QUANTITIES

A. The Contractors shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.3 DISCREPANCIES AND ADDENDA

A. Should a bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to the meaning, they shall notify the Owner at once, who will post a written addendum to the Town's website at www.townofputnam.com Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding. No Change order requests will be authorized or considered because of the failure of the Contractor to include work called for in the Addenda in their bid.

1.4 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, Fifth Edition, 1997. The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

ARTICLE 3 Make the following changes:

3.1.1 Delete all but the first sentence.

3.4.1 Revise to read as follows: Addenda will be posted to the Town of Putnam's website, www.townofputnam.com

3.4.3 Revise to read as follows: Addenda will be issued no later than Month 00, 2024, except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of bids.

ARTICLE 4 Make the following changes:

4.2.2 Revise to read as follows: Bid surety to be furnished on standard forms by Bidder's surety.

4.3.2 Revise: "be returned unopened" to read "not be opened"

ARTICLE 5 Make the following changes:

5.1 Revise to read as follows: The properly identified Bids received on time will be publicly opened and read aloud. An abstract of the Bids may be available to Bidders and will posted on the Town of Putnam's website, www.townofputnam.com

ARTICLE 6 Make the following changes:

6.1 The Owner will make investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

6.2 Delete in its entirety.

ARTICLE 7 Make the following changes:

7.2.2 Delete in its entirety.

Add the following:

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

7.4 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.

7.5 If there is no Owner Default, the Surety's obligation under the Bond shall arise after.

7.5.1 The Owner has notified the Contractor and the surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

7.5.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and

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

7.6 When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

7.6.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors.

7.6.3 Obtain Bids from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified suety equivalent to the bonds on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

7.6.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances.

7.6.4 (a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner.

7.6.4 (b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

7.7 If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7.8 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

7.8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6: and

7.8.3 Late delivery penalties or if penalties are not specifies in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

7.11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of this work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

7.12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

7.14 Definitions

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

7.14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

7.14.3 Contractor Default: Failure of the Contractor , which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

7.14.4 Owner Default: Failure of the Owner , which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Add the following:

ARTICLE 9

9.1 CLEANING UP: The Contractor shall provide all project cleaning and removal of materials along with protection of the work and existing conditions. In a dispute between the Owner and the Contractor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Contractor. Upon written notification from the Architect that the project requires cleaning, the Contractor shall within twenty-four (24) hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within twenty-four (24) hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Contractor.

9.2 REMOVAL OF MATERIALS: All removed materials and rubbish shall be constantly sprinkled with water or other dusting agent to mitigate dust. Provide shop drop cloths or other type of coverings to prevent infiltration of dust to other parts of the existing building.

9.3 PROTECTION OF EXISTING UTILITIES AND SERVICES: The Contractor shall locate and mark the exact locations of the utilities or services and adequately protect them from damage during the work. In the event that any are accidentally disturbed, the Contractor shall repair or replace such damage immediately and restore service as promptly as possible.

9.4 OVERTIME: The Contractor must include within their base price all overtime, nights, holidays and weekends as required to meet the Project Completion date.

9.5 PERMITS: The Contractor must obtain their own town building permits at no additional charge to the Owner. Town of Putnam’s permits can be obtained from the Town of Putnam at No Cost to the Contractor except for the State Education permit cost of $0.26/$1,000.00 value.

9.7 SUPERVISION: The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while work persons are on site.

9.8 GUARANTEES: The workmanship and materials for this project shall be guaranteed by the Contractor in writing on the Contractor's letterhead, for two (2) years from the date of Substantial Completion except as modified by the Contract Documents.

ARTICLE 10

10.1 BIDDERS REPRESENTATION: Each Bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents.

The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

End of Supplementary Instructions

TOWN OF PUTNAM

To: Town of Putnam
Putnam Elementary School
33 Wicker Street
Putnam, CT 06260

Project: Roof Replacement for Putnam Elementary School
33 Wicker Street
Putnam, CT 06260

The undersigned_____ doing business in the Town of _____, County of _____, State of_____, submits herewith, in conformity with the specifications dated October 6, 2024, the following proposal.

ROOF REPLACEMENT – PUTNAM ELEMENTARY SCHOOL

BID: Roof Replacement

- An asphalt Shingle roof system of approximately 80,911 sq. ft. on ice and ice and water shield on sloped roof deck. The new asphalt shingle shall have a warranty equal to GAF Golden Pledge warranty The initial twenty years shall provide a non pro-rated, no dollar limit labor and material warranty. Warranty years twenty-one through fifty years shall provide a limited pro-rated, labor and material warranty

- A new structural standing seam metal roof system of approximately 2,420 sq. ft. on ice and water shield or underlayment on sloped roof deck where indicated on drawings. The new roof system shall have a base 35 year non-pro-rated, no dollar limit labor and material warranty.

1. BID

$_____

(_____)

2. UNIT PRICES

	Unit	Added
1. Repair/patch gypsum roof deck	Sq. Ft.	_____
2. Repair/patch concrete roof deck	Sq. Ft.	_____
3. Replace deteriorated wood blocking with new wood blocking.	Ln. Ft.	_____

3. Name of Subcontractor(s) to be utilized.

_____

_____

_____

_____

4. Forms Included: The Bidder shall attach the following documents to the Bid:

a. Bid Bond
b. Non-Collusive Affidavit
c. Contractor Prequalification Statement
d. Updated Bid Statement
e. Current DAS Certificate

Name of
Bidder:_____

By _____

Title_____

Address of
Bidder_____

_____

Telephone No._____

E-mail. _____

5. Receipt of Addenda: Receipt of the following Addenda is hereto acknowledged:

Addendum	Signature	Date
No. 1		
No. 2		
No. 3		
No. 4		

TOWN OF PUTNAM REQUESTS FOR BIDS

Under penalty of perjury and other remedies available to the Town of Putnam, Putnam, CT the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions and contract documents, including any addenda, which are all made part of this bid.

_____ _____

Signature of Authorized Person Date

_____

Printed Name of Authorized Person

_____

Company Title of Authorized Person

_____

Name of Company

_____

Address of Company

_____

City, State, and Zip Code

_____

Telephone Number

_____

E-mail

Roof Replacement for
Putnam Elementary School
Putnam, CT

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes __No __ -Bidder is a minority business enterprise Yes __No __ (If yes, check ownership category) Black ___ Hispanic___ Asian American___ American Indian/Alaskan Native ___Iberian Peninsula___ Individual(s) with a Physical Disability___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisement			
Walk Ins			
Present Employees			
Labor Organizations			
Minority/Community Organizations			
Others (please identify)			

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

(X)	
	Work Experience
	Ability to Speak or Write English
	Written Tests
	High School Diploma
	College Degree
	Union Membership
	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record
	Wage Garnishments

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

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

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

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

(Revised 09/3/15)

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(c) the bidder's promise to develop and implement a successful affirmative action plan;
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2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

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

PART IV - Bidder Employment Information Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

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

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

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

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

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

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

(c) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section,

provided if there is any change in such representation, the contractor shall provide the updated representation to the awarding agency or commission not later than thirty days after such change.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(d) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or

regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by 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; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

(b) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has

not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(4) For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor. For the purposes of this section, “contract” does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 46a-71. (Formerly Sec. 4-61d). Discriminatory practices by state agencies prohibited. (a) All services of every state agency shall be performed without discrimination based upon race, color, religious creed, sex, gender identity or expression, marital status, age, national origin, ancestry, intellectual disability, mental disability, learning disability or physical disability, including, but not limited to, blindness.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-70 to 46a-78, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60.

Sec. 46a-81i. Sexual orientation discrimination: Services of state agencies. (a) All services of every state agency shall be performed without discrimination based upon sexual orientation.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-81h to 46a-81n, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

Agency
Commission on Human Rights and Opportunities

Subject
Contract Compliance

Inclusive Sections
§§ 46a-68j-1—46a-68j-43

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Sec. 46a-68j-1—46a-68j-18. Repealed

Repealed August 23, 1990.

Sec. 46a-68j-19—46a-68j-20. Reserved

Part I

Definitions and General Provisions

Sec. 46a-68j-21. Definitions

As used in Sections 46a-68j-21 to 46a-68j-43 inclusive:

(1) "Affirmative action" means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state's economy. Additionally, "affirmative action" shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253;

(2) "Agency" means the state or any political subdivision of the state other than a municipality;

(3) "Awarding agency" means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(4) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332;

(5) "Contract" means any agreement, written or otherwise, between any person and an awarding agency for goods or services;

(6) "Contract compliance requirements" or "contract compliance statutes" means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71(d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(7) "Contractor" means a party to a contract with an awarding agency, and includes a contractor's agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that

it is unjust to recognize the separate existence of otherwise nominally independent entities. In addition to the foregoing, the word "contractor" shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project;

(8) "Discriminatory practice" means the violation of law referred to in Section 46a-51(8) of the Connecticut General Statutes;

(9) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(10) "Good faith efforts" means, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(11) "Minority business enterprise" means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(12) "Party" means a person having a legal or property interest in a contract;

(13) "Person" means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;

(14) "Political subdivision of the state" means a body politic and corporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut;

(15) "Protected group" means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;

(16) "Public works contract" or "public works project" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;

(17) "Reasonable technical assistance and training" means, but is not limited to, the extension of the following kinds of support services by a contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing assistance in the selection, organization and scheduling of suitable projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;

(18) "State" means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;

(19) "Subcontract" means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract;

(20) "Subcontractor" means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;

(21) "Support data" means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;

(22) "Technical assistance and training" means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-22. Nondiscrimination clause

(a) Every contract or subcontract subject to contract compliance requirements shall contain the covenants required by Section 4a-60 of Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.

(c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Part II

Obligations of Contractors

Sec. 46a-68j-23. Obligations of contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

(1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

(2) cooperate fully with the commission;

(3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;

(4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;

(5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

(6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

(8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;

(9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

(10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

(Effective August 23, 1990)

Sec. 46a-68j-24. Utilization of minority business enterprises

(a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

(b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the

Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.

(c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor fails to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.

(d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.

(e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-25. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253

(a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:

(1) policy statement;
(2) internal communication;
(3) external communication;

(4) assignment of responsibility;
(5) organizational analysis;
(6) work force analysis;
(7) availability analysis;
(8) utilization analysis;
(9) hiring/promotion goals and timetables; and
(10) concluding statement and signature.

(b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:

(1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
(2) 41 CFR Part 60-4, if the contractor is a construction contractor;
(3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
(4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies; or;
(5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

The commission shall not unreasonably withhold acceptance of alternative plans meeting the standards of Section 46a-68j-25 (a). The Commission may also accept, as complying with the requirements of Section 46a-68j-25 (a), an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-l through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:

(1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;
(2) comply with the particulars of Section 46a-68j-27 or appropriate substitute rules for the development of affirmative action plans contained in Section 46a-68j-25 (a); and
(3) demonstrate that the contractor's work force favorably reflects the composition of workers in the relevant labor market area or that the goals and timetables contained in the plan are likely to achieve such result.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved.

(d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall

state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.

(e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-26. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253

(a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or in advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:

(1) employment analysis;
(2) subcontractor availability analysis;
(3) minority business enterprises goals and timetables;
(4) program goals and timetables; and
(5) minority business enterprises assistance and innovative programs.

(b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan should be accepted by the commission. The commission may accept as substantially equivalent any plan meeting the requirements of Section 46a-68j-25 (b), provided that the plan or any supplements to it address all areas otherwise required by Sections 46a-68j-25 (a) and 46a-

68j-26 (a). The Commission may also accept as substantially equivalent an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-l through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:

(1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved and shall notify the agency that the contract may be awarded.

(d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.

(e) The commission may conditionally approve a plan only if:

(1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;

(2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);

(3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;

(4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and

(5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

The commission shall closely monitor any contractor granted conditional approval of its affirmative action plan, and shall take all necessary action to assure that the contractor continues to meet affirmative action requirements. If a contractor fails to abide by its written assurances, the commission shall take appropriate action, including notifying the contractor and awarding agency that the commission has revoked its conditional approval or approval

of the plan and that the agency should withhold payment to the contractor as provided for in Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253.

(f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.

(g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-27. Elements of plans required by Section 46a-68c of the Connecticut General Statutes as amended by Section 3 of Public Act 89-253

Affirmative action plans required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;

(2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force;

(3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;

(4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and

organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of the plan. The plan shall report all activity taken by the affirmative action officer to achieve these objectives;

(5) organizational analysis. As a preparatory step to the work force analysis, the contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit.

For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately;

(6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;

(7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferrable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;

(8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

To determine the expected number of minorities and females, the contractor shall multiply the total number of workers in a job title by the representation of each group listed in Section 46a-68j-27 (6) (C), with the availability of each group expressed as a decimal.

Comparison of the resulting figure to the figures obtained from Section 46a-68j-27 (6) will yield a conclusion that a group in the work force is overutilized, underutilized or at parity when compared to the availability of minorities and females for employment. The plan shall set forth the results of all computations and conclusions on the utilization of minorities and females in the work force.

(9) goals and timetables. For each instance of underutilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its

workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and

(10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief; and (B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.

(Effective August 23, 1990)

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

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

(1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;

(2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

(3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;

(4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the

shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and

(5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

(Effective August 23, 1990)

Sec. 46a-68j-29. Exempt contractors and subcontractors

(a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c);

(2) the work to be performed under the contract is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved;

(3) the contract awarded is for less than $10,000.00;

(4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or

(5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.

(b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract; or

(2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).

(c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.

(d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or

subcontractor if:

(1) the total value of any subcontract or subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand ($10,000.00) dollars;

(2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;

(3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;

(4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;

(5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity;

(6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

(7) the benefit to the state greatly outweighs the commission's interest in obtaining compliance with Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part III

Obligations of Awarding Agencies

Sec. 46a-68j-30. Obligations of awarding agencies

Every agency awarding a contract subject to contract compliance requirements shall:

(1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;

(2) if the awarding agency is the state or if the contract is for a public works project, consult the list of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;

(3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;

(4) cooperate fully with the commission;

(5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;

(6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;

(8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;

(9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;

(10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:

(A) the bidder's success in implementing an affirmative action plan;

(B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive;

(C) the bidder's promise to develop and implement a successful affirmative action plan;

(D) the bidder's submission of EEO-1 data indicating that the composition of its 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;

(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

(11) report, as part of its affirmative action plan under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and

(12) undertake such other reasonable activities or efforts as the commission may prescribe.

(Effective August 23, 1990)

Sec. 46a-68j-31. Notification of contract awards by awarding agency

(a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:

(1) the name, address, telephone number and principal place of business of the contractor;

(2) total number of employees of the contractor (if known);

(3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor;

(4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was

reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;

(5) a statement whether the contract is a public works contract;

(6) the duration of the contract;

(7) the dollar value of the contract; and

(8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.

(b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:

(1) for commodities or goods in the amount of $3,000.00 or less; or

(2) for leases, rental or personal service agreements in the amount of $4,000.00 or less.

(c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-32. Contract monitoring reports

(a) Upon notification by an awarding agency, the commission shall forward a contract monitoring report form to each contractor identified pursuant to Section 46a-68j-31 as a contractor under contract to the state or a political subdivision of the state other than a municipality. Each contractor so identified shall provide full and complete information on the contractor's employment practices and procedures related to compliance with antidiscrimination and contract compliance statutes. Contract monitoring reports shall be filed with the commission within thirty (30) days from the date the form is received by the contractor. Forms shall be considered received by the contractor on or before the third day after the date the form is mailed by the commission, unless the contractor establishes otherwise.

(b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.

(c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.

(d) Failure to fully complete a contract monitoring report form within the designated

time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part IV

Review and Monitoring

Sec. 46a-68j-33. Desk audit review

(a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with antidiscrimination and contract compliance statutes.

(b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.

(c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.

(d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a procing under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

(Effective August 23, 1990)

Sec. 46a-68j-34. Field review

(a) **The commission may conduct a field review:**

(1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;

(2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or

(3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.

(b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.

(c) A field review may consist of, but is not limited to, one or more of the following:

(1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;

(2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes;

(3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;

(4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;

(5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;

(6) a review of the contractor's subcontracting policies and practices;

(7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;

(8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;

(9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or

(10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-35. Conformance review

(a) After all relevant information has been assembled, the commission shall conduct a review to assess the contractor's conformance with antidiscrimination or contract compliance statutes. The commission shall notify the contractor of its findings within sixty (60) days of the date the commission completes its final field review or receives additional information from the contractor pursuant to Section 46a-68j-34, whichever is later. Notice of the commission's assessment shall include the basis for the finding. A copy of the notice shall be sent to the awarding agency by the commission.

(b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:

(1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;

(2) development and implementation of a program to enhance employment opportunities for members of protected groups;

(3) affirmative advertising, recruitment and training programs for members of protected groups;

(4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;

(5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;

(6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or

(7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

(Effective August 23, 1990)

Sec. 46a-68j-36. Letters of commitment; monitoring

(a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.

(b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.

(c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

(Effective August 23, 1990)

Sec. 46a-68j-37. Cooperation with interested persons

The commission shall seek the cooperation of federal, state and local governmental agencies, business, labor and other interested persons to effectuate the purpose of Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-38. Delegation of authority

To assure effective and efficient implementation and enforcement of Section 4a-60, as

amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes and Sections 46a-68j-21 to 46a-68j-43, inclusive, the commission finds that it is necessary to delegate certain duties and responsibilities to its staff. Accordingly, pursuant to Section 46a-54 (3) of the Connecticut General Statutes, the commission delegates and assigns the following responsibilities and duties:

(1) the staff shall review contract monitoring report forms filed with the commission to determine compliance with antidiscrimination and contract compliance statutes;

(2) the staff shall, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor or subcontractor is not complying with antidiscrimination or contract compliance statutes, make recommendations concerning any other action the commission should undertake to assure compliance;

(3) the staff shall monitor the implementation of letters of commitment to determine the progress achieved by contractors or subcontractors in attaining compliance with antidiscrimination or contract compliance statutes;

(4) the staff shall initiate contact and coordinate activities with contract compliance personnel in accordance with Section 46a-68j-37; and

(5) the executive director of the commission shall supervise staff activities pursuant to this delegation of authority and report to the commission on the activities undertaken, results achieved and problems encountered pursuant to this delegation of authority, and make recommendations for appropriate commission or legislative action where advisable.

(Effective August 23, 1990)

Part V

Enforcement Proceedings

Sec. 46a-68j-39. Complaints

(a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:

(1) has been engaged or is engaged in a discriminatory practice; and/or

(2) subject to contract compliance requirements, is not complying with contract compliance statutes.

(b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-40. Complaint investigation; hearing; appeal

The provisions of Chapter 814c of the Connecticut General Statutes, as amended; shall govern the processing of complaints alleging a violation of Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and

Section 46a-68j-39.

(Effective August 23, 1990)

Sec. 46a-68j-41. Notice of noncompliance

(a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.

(b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.

(c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-42. Recision of notice of noncompliance

(a) Within fifteen (15) days after a notice of noncompliance is issued, the contractor receiving the notice shall submit a detailed, written statement, under oath, describing the steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission shall review the verified statement within forty-five (45) days of the date the notice of noncompliance was issued to determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, thereby eliminating the conditions giving rise to issuance of the notice.

(b) If the commission determines that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, it shall rescind the notice of noncompliance. The commission shall forward a copy of the letter rescinding the notice of noncompliance to the awarding agency and the attorney general.

(c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of

noncompliance to the awarding agency and the attorney general.

(d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:

(1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;

(2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and

(3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.

(e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.

(f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-43. Notice of adverse finding by presiding officer

(a) In addition to any other action taken, the commission may, following a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:

(1) a contractor is not complying with antidiscrimination or contract compliance statutes;

and/or

(2) a state agency has purchased or contracted for supplies, materials, equipment or services contrary to Section 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.

(3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.

(b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.

(c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

(Effective August 23, 1990)

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, "minority" means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(b) Said Office of Small Business Affairs shall: (1) Administer at least one regional office of the small business development center program within the Department of Economic and Community Development; (2) coordinate, with the director of the small business development center program, the flow of information within the technical and management assistance program within the Department of Economic and Community Development; (3) encourage Connecticut Innovations, Incorporated to grant loans to small businesses, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals; (4) coordinate and serve as a liaison between all federal, state, regional and municipal agencies and programs affecting small business affairs; (5) administer any business management training program established under section 32-352 or section 32-355 as the Commissioner of Economic and Community Development may determine; (6) provide a single point of contact for small businesses seeking financial and technical assistance from the state and quasi-public agencies; (7) coordinate all state funded revolving loan funds used to assist small businesses; and (8) establish, in cooperation with the Commissioner of Economic and Community Development, and within available appropriations, an informational web page with a list and links to all small business resources available and post them in a conspicuous place on the department's web site. The office shall update this information on its web site on at least a quarterly basis.

(c) On or after February 1, 2011, the Office of Small Business Affairs shall compile a summary of all small business activities and programs available and incorporate such summary into the report required pursuant to section 32-1m.

Affirmative Action Plans by State Government Agencies

Equal Employment Opportunity in Apprenticeship and Training

Sec. 46a-68-1. Scope and purpose

This regulation sets forth policies and procedures to promote equality of opportunity in State approved and registered apprentice training programs and to assure coordination with other state and federal equal opportunity statutes, including those enforced by the Connecticut commission on human rights and opportunities. These policies and procedures contained herein apply to the recruitment, selection, employment and training of apprentices. The procedures established provide for processing of complaints and for the deregistration of apprenticeship programs found to be operating in a discriminatory manner. This regulation promotes equal opportunity to encourage affirmative expansion of apprentice training opportunities for a larger number of labor force participants from those segments of the labor force where the need for upgrading levels of skill is greatest. Equality of opportunity in apprenticeship will be promoted by prohibiting discrimination based upon race, color, religious creed, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness unless such disability prevents performance of the work involved in apprenticeship programs, and by requiring affirmative action to provide equal opportunity in such apprenticeship programs. Voluntary affirmative action in apprenticeship programs has also been approved and endorsed by the United States Supreme Court. The Connecticut labor department, and the Connecticut commission on human rights and opportunities all encourage the inclusion of persons of all ages.

(Effective March 19, 1982)

Sec. 46a-68-2. Definitions

(a) "Commissioner" means the principal administrator directing and controlling all of the labor department activities including the job service program within the employment security division and the apprentice program within the office of job training and skill development.

(b) "Department" means the state of Connecticut labor department. Those units that will be primarily responsible will be the labor department's office of job training and skill development, which administers the apprenticeship program, the Connecticut state apprenticeship council and the apprentice information centers.

(c) "Council" means the nine member Connecticut state apprenticeship council appointed by the governor with equal representation from labor, management and the public, including the deputy commissioner, who advise and recommend to the commissioner and the department standards of apprenticeship and policies of administration.

(d) "Apprenticeship program" shall mean a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices as defined by the commissioner's regulation for apprenticeship programs.

(e) "Sponsor" shall mean any duly established firm, association, committee, organization

or corporation permanently located within the state of Connecticut with recognized capability to operate an apprenticeship program and in whose name the program is registered and approved.

(f) "Employer" shall mean any establishment which is party to an apprenticeship program employing an apprentice whether or not such establishment is a party to an apprenticeship agreement with the apprentice.

(g) "CHRO" shall mean the Connecticut commission on human rights and opportunities and its designated representatives administering fair employment practices under chapter 814 (c) of the Connecticut General Statutes, human rights and opportunities.

(h) "Race/ethnic and gender designations"

(1) White (not of Hispanic origin) a person having origins in any of the original peoples of Europe, North Africa or the Middle East.

(2) Minority

(a) Black (not of Hispanic origin): a person having origins in any of the Black racial groups of Africa.

(b) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race.

(c) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

(d) American Indian or Alaskan Native: a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribunal affiliation or community recognition.

(3) Female - as referred to in this regulation means either minority or nonminority women.

(i) "Eligibility pools" means a grouping of applicants who meet the qualifications of minimum legal working age; or a grouping of applicants who meet lawful qualification standards in addition to the minimum legal working age, provided that such pool shall be composed of applicants so qualified sufficiently representative of members of protected classes in order to make possible the achievement of goals and timetables.

(j) "Affirmative action" includes procedures, methods and programs, including projection of specific goals and timetables, which encourage the expansion of training opportunities and involve larger numbers of participants from those segments of the labor force where the need for upgrading is the greatest. It includes procedures, methods and programs for the identification, recruitment and training of present and potential minority and female apprentices. It is action which will equalize opportunity in state approved and registered apprentice programs and is not merely passive nondiscrimination.

(k) "Good faith efforts" are a program sponsor's actions to fulfill commitment to achievement of equal opportunity in the recruitment, selection, training and employment of apprentices, its actions to comply with the provisions of its written affirmative action plan and the attainment of its goals. Each case in which good faith efforts are in question shall be considered separately on its merits.

(*l*) "Goal" means a numerical objective fixed realistically in term of the number of vacancies expected within the sponsor's projected business conditions and planning, keyed to the availability of qualified applicants. A goal shall not be interpreted as a quota.

(m) "Timetable" means a specific reasonable period of time established by the sponsor to measure results within the sponsor's affirmative action plan.

(Effective March 19, 1982)

Sec. 46a-68-3. State of Connecticut authority

The authority for the implementation and adoption of these equal opportunity/affirmative action policies and procedures is vested in the commissioner under section 31-51d.* Further authority for promotion and enforcement of equal employment opportunities is contained in section 46a-72(d) (formerly section 4-61e(c)), section 46a-75 (formerly section 4-61h), and section 46a-68 (formerly section 4-61s) of the Connnecticut General Statutes in order to comply with all responsibilities under the provisions of the Connecticut human rights and opportunities law, Conn. Gen. Stat. chapter 814(c).

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* Which requires development of skill training opportunities for disadvantaged workers by inclusion thereof in apprenticeship agreements.

(Effective March 19, 1982)

Sec. 46a-68-4. Equal opportunity standards

(a) **Obligations of sponsors.** Each sponsor of an apprenticeship program agrees to:

(1) Recruit, select, employ and train apprentices during their apprenticeship without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry, or physical disability, including, but not limited to blindness.

(2) Uniformly apply rules and regulations concerning apprentices, including but not limited to equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties or other disciplinary action and all aspects of the administration of the apprenticeship program; and

(3) Adopt an affirmative action plan as required by this regulation and to take affirmative action to provide equal opportunity in apprenticeship.

(b) **Equal opportunity pledge.** Each sponsor of an affirmative action program agrees to include in its standards and its announcement for apprentice openings the following pledge: "The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to, blindness. The sponsor will take affirmative action to provide equal opportunity in applicable laws and regulations."

(c) **Programs presently registered and newly registered sponsors.** Such programs and sponsors shall, within 60 days of the effective date of these regulations, take the following

action:

(1) Assure inclusion in the standards of its apprenticeship program the equal opportunity pledge in section 46a-68-4(b).

(2) Adopt and implement an affirmative action plan as required by these regulations, unless section 46a-68-4(d) applies.

(3) Adopt and implement a selection procedure as required by these regulations.

(4) Submit the requested documentation to the department, including copies of its standards, affirmative action plan and selection procedure.

(5) Make documents which support the above available at the worksite for inspection and review by the department.

(d) Sponsors subject to federal laws and executive orders shall be judged in compliance with the requirements of this regulation pertaining to recruitment standards, affirmative action plans and selection procedures if it submits to the department satisfactory evidence that it is already subject to a federal equal employment opportunity program. Satisfactory evidence is defined as a letter from the sponsor's federal compliance review agency indicating that the sponsor's equal employment opportunity program has been reviewed and has been found to be in compliance with federal laws and executive orders. Alternatively, if a letter from the federal compliance review agency is unavailable, the sponsor shall send a letter to the department indicating that it has developed an equal employment opportunity program pursuant to appropriate federal laws and executive orders, that to the best of its knowledge it is in compliance with said laws and executive orders.

(e) **Programs with fewer than a total of five apprentices.** A sponsor of a program in which fewer than a total of five apprentices are employed shall not be required to adopt an affirmative action plan under section 46a-68-5 or a selection procedure under section 46a-68-6 provided that such program was not adopted to circumvent, and does not have the effect of circumventing, the requirements of this regulation. Exceptions to this requirement may be granted in accordance with section 46a-68-16.

(Effective October 22, 1982)

Sec. 46a-68-5. Affirmative action plans

(a) **Adoption of affirmative action plans.** A sponsor's commitment to equal opportunity in recruitment, selection, employment and training shall include the adoption of a written affirmative action plan as required by this regulation.

(b) **Outreach and positive recruitment.** Acceptable affirmative action plans should include provisions for outreach and positive recruitment that would reasonably be expected to increase minority and female participation in apprenticeships by expanding the opportunities of minorities and females to become eligible for apprenticeship selection.

Each sponsor shall effectively communicate its equal opportunity policy in such a manner as to foster understanding, acceptance and support among the sponsor's various officers, supervisors, employees and members and to encourage such persons to take the necessary action to aid the sponsor in meeting its obligations under these regulations.

Each sponsor shall disseminate information concerning the nature of apprenticeship requirements, availability of apprenticeship opportunities, sources of applications and explanation of the equal opportunity policy of the sponsor. Such information shall be given as openings in the program arise, to the department and the Connecticut apprenticeship information job service network, which in turn will disseminate it to local schools, women's centers, outreach programs, the permanent commission on the status of women and community organizations which can effectively reach minorities and females in the sponsor's labor market area.

In recognition of the fact that the scope of a particular affirmative action plan will be determined by the size of the apprenticeship program and the amount of a particular sponsor's resources, any individual sponsor will not necessarily be requested to take specific steps in all the areas listed below. However, the affirmative action plan shall set forth those specific steps the sponsor does intend to take. Suggested actions follow:

(1) Each sponsor may cooperate with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.

(2) Each sponsor may make provision in its affirmative action program that those who complete pre-apprenticeship and preparatory trade training programs are afforded equal opportunity to participate in the sponsor's apprentice training program. It is understood that the completion of such training programs in no way confers favored status upon such applicants, and that those eventually selected for the apprenticeship program will be selected on the basis of merit.

(3) Each sponsor may utilize journeypersons to assist in the implementation of the affirmative action program.

(4) Each sponsor may grant advanced standing or credit on the basis of previously acquired experience, training, skills or aptitude for program applicants.

(5) Each sponsor may admit to apprenticeship programs persons whose age exceeds the usually preferred maximum age for admission to the program providing such individuals possess equal skills and aptitudes as those applicants whose age does not exceed the usually preferred maximum age.

(6) Each sponsor may take any other action needed to ensure the implementation of the objectives of its affirmative action program. Nothing in this section is meant to perform any violation of an existing, valid collective bargaining agreement, so long as such collective bargaining agreement was not written to circumvent or discourage affirmative action in apprenticeship programs and so long as such collective bargaining agreement does not have the effect of circumventing or discouraging affirmative action in apprenticeship programs.

(c) **Department obligations.** The department will provide technical assistance in the development and maintenance of a suitable affirmative action plan. Specifically, the department will:

(1) Provide a model affirmative action plan to be modified to meet the sponsor's employment situation.

(2) Provide, on at least an annual basis, the availability data necessary to maintain and update a sponsor's affirmative action plan.

(3) Provide individual counseling by department personnel to program sponsors with specific problems in the affirmative action plans upon request of such sponsors.

(4) Provide, through its offices, information on a pool of qualified applicants in the geographical area of any program sponsor.

(5) Expand its apprentice information system advisory and coordinating committee to include persons representing community-level organizations and apprenticeship outreach agenices as well as representatives of industry program sponsors.

(6) Expand the development of programs with the state department of education, the state community college system, the state technical college system and local boards of education in establishing trade preparatory classes, work experience foundation studies and pre-apprenticeship training programs to prepare for apprenticeship.

(7) Promote, with program sponsors in selected trades, their participation in the state's apprentice scholarship program or other special projects.

(8) Continue to offer, within the limits of existing funding, financial assistance to program sponsors for special training needs.

(d) **Goals and timetables.** A sponsor shall establish goals and timetables in its affirmative action plan regarding the utilization of minorities and women (minority and non-minority). Goals and timetables shall be related to the following factors:

(1) The size of the working age minority and female population in the program sponsor's labor market area.

(2) The size of the minority and female labor force in the program sponsor's labor market area.

(3) The percentage of minority and female participation as apprentices in the particular craft.

(4) The percentage of minority and female participation as journey persons employed by the employer or employers participating in the program.

(5) The general availability of minorities and females with present or potential capacity for apprenticeship in the program sponsor's labor market area. Such capacity or potential capacity shall be determined in part by the experience of the department and other outreach agencies.

(e) **Attainment of goals and timetables.** The department recognizes that goals and timetables cannot be inflexibly established or achieved by program sponsors and that each sponsor's goals and timetables must be subject to periods of reevaluation and modification. Compliance with these regulations shall be determined by the department to the degree that (1) a sponsor has met its goals within its timetables or (2) failing that, it has made a good faith effort to meet its goals and timetables. "Good faith effort" shall be as defined in section 46a-68-2(k). The department shall make all data relevant to minority and female labor force characteristics for the sponsor's labor market area, as specified in section 46a-68-5(c),

available to all program sponsors.

(Effective March 19, 1982)

Sec. 46a-68-6. Selection of apprentices

Each sponsor shall provide in its affirmative action program that the selection of apprentices shall be made under one of the methods specified in the following paragraphs (a) through (d) of this section, provided that the method chosen be appropriate and sufficient to the achievement of the sponsor's goals and timetables. Whichever method is adopted apprentices shall be selected on the basis of fair, objective and specific qualification standards stated in detail. If a sponsor's selection from the pool is not consistent with its goals and timetables, the sponsor shall be required to demonstrate that the qualification standards for selection are directly related to job performance.

(a) **Selection for a pool of current employees.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants already employed by the program sponsor in a manner prescribed either by an existing collective bargaining agreement between the sponsor and its union or by the sponsor's established promotion policy.

(b) **Selection from a pool of new applicants.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established through public notice which allows at least a two week application period with at least a 30 day prior notice to the department. Applications may be received at any time prior to a public notice but all applicants must compete for selection preference at the same time. A new public notice and selection procedure may be established for each year's class of apprentices. All interested applicants must reapply.

(c) **Selection from the department's pools.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established by the department in conjunction with its apprenticeship information system. Each pool will be maintained by the department in cooperation with various apprentice outreach agencies. The department will assure that each pool contains qualified applicants representative of all affected classes. A goal of 20 percent minorities and 40 percent females is established for the pool.

(d) **Alternative selection methods.** The sponsor may select apprentices by any other method providing that the sponsor demonstrates good faith efforts within the intent of these regulations.

(e) **Notification of applicants.** Each applicant will be notified whether or not he has been admitted to the appropriate eligibility pool based on meeting the minimum requirements established by the program sponsor.

(Effective March 19, 1982)

Sec. 46a-68-7. Record keeping

(a) **Sponsors.** Each sponsor shall keep the following records relevant to its apprenticeship program (1) the application of each applicant; (2) the qualifications of each applicant; (3) total applicants, applicants accepted and rejected by race, sex and physical

disability; (federal reporting records may be used as a base format) (4) apprentice program information.

(b) **Affirmative action plans.** Sponsors shall review their affirmative action plans for apprenticeship on an annual basis and update them where necessary.

(c) **Qualifications.** Each sponsor must maintain evidence that its qualification standards and selection methods are in accordance with the requirement set forth in section 46a-68-6 herein.

(d) The department will assist the sponsor upon request in establishing the above selection and record keeping procedures.

(e) **Records of the department.** The department shall keep adequate records, including registration requirements, individual program standards and registration records, program compliance reviews and investigations and any other records pertinent to a determination of compliance with this regulation.

(f) **Maintenance of records**.

(1) Apprentice applications - Each sponsor shall keep all apprentice applications for at least a one-year period unless a complaint has been filed, in which case it will be retained until the matter is resolved through all possible appeals.

(2) Applicant flow data shall be submitted to the department by the sponsor prior to the disposal of applications.

(3) Program information - Information relevant to the operation of the apprenticeship program shall be maintained for a period of one year subsequent to the term of the apprenticeship agreement unless a complaint has been filed, in which case pertinent records will be retained until the matter is resolved through all possible appeals.

(Effective March 19, 1982)

Sec. 46a-68-8. Compliance reviews

(a) **Conduct of compliance reviews.** The department will conduct regular reviews of apprenticeship programs to insure compliance with these regulations. Compliance reviews shall be of two types:

(1) A regular audit of each sponsor's program to be conducted as often as department resources and personnel allow, but not more than once in any 12-month period.

(2) A special audit to be conducted when the department has reason to believe such review is warranted. In both cases, the program sponsor will be notified at least one week in advance of the audit so that a mutually convenient appointment can be arranged.

(b) Where a compliance review indicates that the sponsor is not operating in accordance with this regulation, the department shall notify the sponsor in writing of the results of the review and make a reasonable effort to secure voluntary compliance on the part of the program sponsor within a reasonable time before undertaking sanctions under section 46a-68-12. In case of sponsors seeking new registration, the department will provide appropriate recommendations to the sponsor to enable it to achieve compliance for recognition purposes.

(Effective March 19, 1982)

Sec. 46a-68-9. Non-compliance with equal opportunity requirement

A consistent pattern or practice of non-compliance by a sponsor (or where the sponsor is a joint apprenticeship committee, by one of the parties represented on such committee) with federal and state laws or regulations requiring equal opportunity may be grounds for the imposition of sanctions in accordance with section 12 if such compliance is related to the equal employment opportunity of apprentices and/or graduates of such an apprenticeship program under this regulation. When such a pattern or practice is determined not to be in compliance with applicable laws and regulations, the department shall notify the sponsor that it will be given 60 days to bring its program into compliance with these laws and regulations. The sponsor shall take affirmative steps to assist and cooperate with employees and unions in voluntarily fulfilling their equal opportunity obligations.

(Effective March 19, 1982)

Sec. 46a-68-10. Complaint procedure

(a) Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to blindness, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program may, alone, or through an authorized representative, file a complaint with the department. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this regulation.

(b) The department will immediately refer all such discrimination complaints to the Connecticut commission on human rights and opportunities for the filing of a separate complaint with that commission pursuant to Conn. Gen. Stat. chapter 814(c). The department will use its good offices to resolve its complaint on an informal basis. All apprenticeship complaints received by the Connecticut commission on human rights and opportunities will be referred to the department to resolve on an informal basis. If the department is not able to resolve complaints informally, the Connecticut commission on human rights and opportunities will implement its regular complaint procedure on the separate complaint filed with it under chapter 814(c). If the department is able to resolve the complaint, the Connecticut commission on human rights and opportunities will determine whether the resolution of the complaint complies with the Connecticut human rights and opportunities law, and will resolve its separate complaint in a manner appropriate to that determination.

(c) The department will notify all applicants and apprentices of the above complaint procedure.

(Effective March 19, 1982)

Sec. 46a-68-11. Adjustments in schedules

If, in the judgment of the department, a particular situation warrants and re-requires special processing and either expedited or extended determination, it shall take the steps necessary to permit such determination if it finds that no person or party effected by such determination will be prejudiced by such special processing.

(Effective March 19, 1982)

Sec. 46a-68-12. Sanctions

(a) Where the department, as a result of a compliance review or other reason, determines that there is reasonable cause to believe that an apprenticeship program is operating in a discriminatory manner, and corrective action has not been taken by the program sponsor, the department shall immediately undertake corrective action. If compliance is not forthcoming within a reasonable time, then the department shall immediately refer the matter and all pertinent information to the commission on human rights and opportunities for a determination through procedures conducted in accordance with chapter 814c.

(b) Deregistration proceedings shall be conducted either as a result of a compliance review conducted by the department, or as a result of a formal determination by the commission on human rights and opportunities. Deregistration shall be conducted in accordance with the following procedures:

(1) The department shall notify the sponsor, in writing, that a determination of discriminatory practices has been made and that the apprenticeship program will be deregistered based on the compliance review conducted by the department or a formal determination of the commission on human rights and opportunities.

(2) In each case which deregistration is ordered, the department shall make public notice of the order and shall notify the sponsor and the complainant, if any, and the United States labor department. The department shall inform any sponsor whose program has been deregistered that it may appeal such deregistration to the secretary in accordance with the procedures in federal regulations, 29 CFR 30.15.

(Effective March 19, 1982)

Sec. 46a-68-13. Reinstatement of program registration

Any apprenticeship program deregistered pursuant to this regulation may be reinstated upon presentation of adequate evidence to the department that the apprenticeship program will operate in accordance with this regulation in a non-discriminatory manner. Adequate evidence shall include, but not be limited to, a showing that the deficiency has been corrected, either by means of make-whole relief, prospective relief, or such other relief as shall be necessary to operate the program in a nondiscriminatory manner.

(Effective March 19, 1982)

Sec. 46a-68-14. Intimidatory or retaliatory acts

Any intimidation, threat, coercion, or retaliation by or with the approval of any sponsor

against any person or persons for the purpose of interfering with a right or privilege secured by Title VII of the Civil Rights Acts of 1964, as amended, Executive Order 11246, as amended, Conn. Gen. Stat. sec. 46a-60(a)(4), or because he or she had made a complaint, testified, assisted or participated in any manner in any investigative proceedings or hearings under this regulation or under the regulations issued by the commission on human rights and opportunities pursuant to Connecticut's human rights and opportunities laws shall be considered noncompliance with the equal opportunity standards of this regulation. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purpose of this regulation including the conduct of any investigation, hearing or judicial proceeding arising therefrom.

(Effective March 19, 1982)

Sec. 46a-68-15. Nondiscrimination

The commitments contained in the sponsor's affirmative action program are not intended and shall not be used to discriminate against any qualified applicant or apprentice on the basis of race, color, religion, creed, national origin, sex, mental retardation, marital status, ancestry or physical disability, including but not limited to blindness.

(Effective March 19, 1982)

Sec. 46a-68-16. Requests for exemption

Requests for exemptions from these regulations, or any part thereof, shall be made in writing to the commissioner and shall contain a statement of reasons supporting the request. The department shall consult with the commission on human rights and opportunities before granting such requests. Exemptions may be granted for good cause shown. The department shall notify the United States Labor Department of any such exemptions granted affecting a substantial number of employees and the reason therefor.

(Effective March 19, 1982)

Sec. 46a-68-17. Cooperation with the commission on human rights and opportunities

The department, pursuant to the statutory obligation of Conn. Gen. Stat. sec. 46a-77, shall cooperate with the commission on human rights and opportunities in its enforcement of the requirements of this section and other applicable provisions of state and federal equal opportunity law. The commission on human rights and opportunities will cooperate with the department's efforts to enforce this section and to otherwise comply with the requirements of state and federal equal opportunity law.

(Effective March 19, 1982)

DRAFT

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Bid Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

BOND AMOUNT: $ « »

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

« »
« »
« »

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

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

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

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

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

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

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User Notes: (827618423)

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

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

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

« ~~Drafts~~»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

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

« »
« »
« »
« »
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« »

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

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

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

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

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

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

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

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

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

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

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

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

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

- **.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- **.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

« »

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

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

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

«~~Drafts~~»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

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

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

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

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

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

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

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

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

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

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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User Notes: (1781945155)

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

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

DRAFT

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NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT
(Prime Bidder)

State of_____)
ss
County of_____)

_____,being first duly sworn, deposes and says:

1. That he/she is a ( ) Partner; ( ) Officer; ( ) Owner of the firm of:

   _____
   the party making the foregoing proposal or bid;

2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;

3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Hampton or any person interested in the proposed contract.

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

6. All statements in said proposal or bid are true.

(Signed): _____

(Title): _____

Subscribed and sworn to before me

This_____day of_____,20____.

_____
Notary Public

My Commission expires_____,20_____.

DRAFT

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: *(if applicable)*

TYPE OF WORK: *(file separate form for each Classification of Work)*

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: *(Specify)*

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:
§ 1.3.2 State of incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes: (1347709306)

§ 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

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§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

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Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

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AIA® Document A101® – 2017

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

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

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

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

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

DRAFT

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

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

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

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

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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

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

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

%

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

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

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Additions and Deletions Report for

AIA® Document A101® – 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.

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PAGE 1

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PAGE 6

[~~-~~ **X**] Litigation in a court of competent jurisdiction

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Hibbard, 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 16:47:52 ET on 05/13/2020 under Order No. 4564272748 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

IN COMPLIANCE WITH SECTION 31-53 OF THE CONNECTICUT GENERAL STATUTES (C.G.S.)

SHALL BE INSERTED

PRIOR TO RELEASE OF DOCUMENTS For BID or PROCUREMENT

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the Department of Labor website: http://www.ctdol.state.ct.us or call 860-263-6000

SECTION 01 10 00
GENERAL REQUIREMENTS

1.1 GENERAL SCOPE:

A. The General Conditions, Supplementary General Conditions, Supplementary Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications is hereby made a part hereof unless specifically accepted.

1.2 QUALIFICATIONS:

A. The Contractor shall have been regularly engaged in construction and the installation and fabrication of the type work set forth in the Contract Documents for a period of not less than five (5) years prior to the Bid date set forth in the Contract Documents.

B. The Contractor shall have adequate Plant & Equipment facilities for the proper performance of the work set forth in the Contract Documents, and all such Plant & Equipment facilities shall be subject to the approval of the Owner.

C. The Owner shall be the sole judge and shall have the final privilege to approve or disapprove the qualifications of the Contractor, and to approve or disapprove his Plant & Equipment facilities available to perform the work required by the Contract Documents.

1.3 EXAMINATION OF SITE:

A. The Contractor is required to attend the Pre-Bid meeting and to fully acquaint himself with the Site and with the existing conditions, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The failure of the Contractor to visit the Site and acquaint himself with the conditions there existing in connection with the existing Site conditions, shall in no way relieve the Contractor from any obligations with respect to the work included in the Contract. The submission of a Bid by the Contractor shall be taken as prima facie evidence of compliance with this Section.

B. The Contractor shall include in his Bid, all costs for the full completion of all work under the Contract as indicated on the Drawings and specified in the Specifications, including all items of work required and necessary due to existing conditions encountered in-the-field during the process of performing the work; all costs in connection with encountered existing conditions shall be performed by the Contractor at no additional cost to the Owner.

1.4 INSPECTIONS:

A. The Contractor shall be responsible for the proper inspection of his work during its installation by his workmen, his sub-contractors, all lawful authorities, other workmen which may be engaged by the Owner, and the Contractor shall obtain and pay for all necessary permits, fees, and other requirements.

B. The Contractor shall comply with all laws relative to persons employed by him or his sub-contractors.

1.5 INTENT:

A. It is the intention of the Drawings and Specifications that all work shall be fully completed, tested, and placed into final operation for the use intended. All materials, equipment, apparatus, appliance workmanship, etc., shall be new and of first-class quality.

B. Any apparatus, appliance, material, or work not indicated on the drawings but mentioned in the Specifications, or vice versa, or all miscellaneous materials and workmanship not indicated on the Drawings or mentioned in the Specifications but necessary and required by the Owner to make the work complete and finished in all respects and made ready for use intended by the Owner, even if not particularly specified in the Drawings and Specifications, shall be provided by the Contractor without additional cost to the Owner.

1.6 APPROVAL OF MATERIALS:

A. The materials, workmanship, design, and arrangement of all work installed under the Contract shall be subject to the approval of the Architect.

B. Within twenty one (21) days after the Notice to Proceed with the work has been issued to the Contractor and prior to the submission of any shop drawings for approval, the Contractor shall submit to the Architect for approval, a complete list of Manufacturers of all equipment and materials proposed for use in the work. No approvals will be rendered by the Architect on any shop drawing submitted before the complete "List of Manufactures" is approved. Any item of equipment or materials not submitted for approval on the "List of Manufacturers" within the twenty one (21) day period will not be approved unless it shall be of the exact make and characteristic specified in the Contract Documents.

1.7 SHOP DRAWINGS:

A. Prior to delivery to the job site, but sufficiently in advance of requirements necessary to allow the Architect ample time for review, the Contractor shall submit for review six (6) copies each of shop drawings of all equipment, materials, tapered insulation, piping, wiring, hardware, fixtures, equipment, etc., and further shall obtain review approval for same from the Architect before installing any of the same in the work of the Project.

B. The review shall be only for general conformance with the design concept and general Compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, etc., all of which shall be the sole responsibility of the Contractor. The Contractor shall not be relieved from furnishing materials or work as may be required for the completion of all items of work intended by the Owner.

C. Prior to submission of shop drawings, the Contractor shall thoroughly check each shop drawing and shall reject those not conforming to the Contract Documents, and he shall indicate by his signature thereon that the shop drawings submitted in his opinion meet the full requirements of the Contract Documents. The requirements herein for shop drawings shall be in addition to the requirements set forth in the General Conditions.

1.8 SHUTDOWNS:

A. The temporary shutdown by the Contractor of the existing systems, construction, equipment, etc., shall be performed at such time as shall be agreed to by the Owner.

B. The Owner shall be notified of estimated duration of the shutdown period at least ten (10) days in advance of the date the work is to be performed. The maximum duration of any shut down shall not exceed two (2) hours.

C. Work shall be arranged for continuous performance, including overtime periods if so required, to assure that existing operating services, equipment, passageways, construction, etc., shall be shut down only during the time actually required to make necessary connections.

1.9 RENOVATION WORK:

A. The Contractor shall disconnect, remove, relocate, replace, reconnect, rebuild, reconstruct, etc., all encountered existing equipment, materials, piping, wiring, electrical systems, heating systems, plumbing systems, boilers, valves, tanks, pumps, foundation walls and/or footings, piers, walls, and all other items of existing construction, including all site improvements such as lawns, curbs, walks, etc., encountered during the performance of the work under the Contract.

B. The Contractor shall construct, build, re-construct, rebuild, and restore and replace to its original condition or with new and/or existing similar materials, all items of surface and subsurface construction which has been interrupted, changed, or altered in any way by and during the performance of the work under the Contract.

1.10 WORK SCHEDULE:

A. The Contractor shall submit a Work Schedule for approval by the Owner which shall set forth the date and time for each area and/or phase of site work, the commencement of any work under the contract. The Contractor shall schedule his work so that the installation of new work shall be fully completed as soon as possible. The Contractor shall prepare the Work Schedule in accordance with the limits of Contract Time set forth in the Contract Documents.

B. The Contractor shall schedule his work in a manner to provide not less than three (3) days written notice to Putnam Board of Education and Hibbard & Rosa Architects. L.L.C. prior to the performance of work under the contract. The Contractor shall take precautions to ensure all walkways and entrances/exits remain clear and unobstructed for use by the occupants. The Contractor shall conform to the Work Schedule approved by the Owner.

1.11 OCCUPANCY OF BUILDING:

A. Attention is directed to the fact that the Buildings on the site will be continuously occupied throughout the period required for the Contractor to perform the work set forth in the Contract Documents. The Contractor shall limit the hours of work from 7:00 AM to 5:30 PM local time Monday thru Friday, no holidays.

B. Work required outside of normal hours will require a Putnam Facility employee to be present and the contractor will pay for all payroll related expenses for the duration of the time worked.

C. The Contractor shall perform his work in a manner, form, schedule, and sequence, so that the normal occupancy of the Buildings on the site shall be maintained in continuous operation without causing any undue inconvenience or interruption to the safety, use, and function of the Buildings by the occupants.

1.12 CODES AND REGULATIONS:

A. The Contractor shall comply with all codes and regulations of the local Municipality, the State of Connecticut, all Utility Companies, Telephone Company, Cable Company and all other governing Agencies having jurisdiction over the project.

B. The Contractor shall, prior to the acceptance of all work by the Owner, furnish written proof of the acceptance of all work by the local Municipality, the Utility Companies, the State of Connecticut, Putnam Board of Education and all other governing Agencies having jurisdiction over the Project.

C. The Contractor shall pay for all fees in connection with the installation of the work and he shall pay for all fees charged by the local Municipality, by Utility Companies, and all other governing Agencies having jurisdiction over the Project.

1.13 EXISTING IMPROVEMENTS:

A. Maintain in operating condition, all active utilities, driveways, streets, parking areas, sidewalks, lighting systems, electric services, plumbing systems, heating systems, telephone systems, cable systems, fire alarm systems, and all other active utilities and improvements.

B. The Contractor shall make interruptions to the existing systems only when necessary and shall maintain interruptions to the existing systems to an absolute minimum and only upon approval by the owner, and he shall provide the Owner with complete information as to the time, location, sequence and length of each system interruption. Unless otherwise permitted by the owner, the Contractor shall maintain continuous service of all existing and new system or systems at all times to all adjacent tenant occupied buildings and areas.

C. Maintain vehicular traffic through streets as per local Municipality requirements; do not completely block passage of vehicles and maintain at all times open traffic lanes for access by all types of vehicular traffic. Provide temporary barricades, enclosures, separators, signs, etc., as may be required for streets, sidewalks, vehicles, pedestrians, and other type traffic. The Contractor shall comply with all rules, regulations, and laws governing the work and for the continued customary use of the Buildings and all areas of the Project Site.

1.14 SAMPLES:

A. When so requested by the Owner and prior to commencement of work under the Contract, the Contractor shall submit samples for review and approval by the Owner. The Contractor shall deliver the samples to the office of the Owner or to such other location stipulated by the Owner, and the samples shall be complete with not less than three (3) copies of the Manufacturer's literature, printed data, etc.

B. The Owner shall be the sole judge and shall have the final privilege to approve, disapprove, or reject samples submitted by the Contractor.

C. The Contractor shall furnish affidavits certifying that materials used in the Project comply with the Specifications. Affidavits shall be in the form and manner approved by the Architect; submitted in duplicate, properly executed, signed as required for each item of material used in the performance of the Contract.

1.15 SLEEVES, ETC.:

A. The Contractor shall provide and shall be held responsible for the location of and maintaining in proper position, all sleeves, inserts, anchor bolts, openings, holes, etc., required for the work.

B. All sleeves shall have an internal diameter of one (1) inch larger than the outside diameter of the pipe, conduit, raceway, duct, etc., passing through the construction.

C. Sleeves through outside exposed to the weather construction shall be of Schedule 40 galvanized steel pipe. Sleeves through interior partitions of non-masonry construction shall be of not less than No. 22 gauge galvanized sheet steel. All sleeves shall be set flush with the finished surfaces of floors, roofs, walls, partitions, etc.

D. The space between the sleeve and the pipe (both interior and exterior sleeves) shall be packed with non-staining Ethafoam plastic rope, and shall be surface caulked with a waterproof sealant meeting the approval of the Architect. Provide all sleeves located in exposed to view areas with escutcheon plates.

1.16 ESCUTCHEONS:

A. Where exposed to view pipes, conduits, sleeves, etc., pass through floors, walls, partitions, ceilings, etc., they shall be fitted with neat, heavy spun or stamped escutcheon plates firmly secured to the pipes, conduits, etc. All escutcheon plates shall be of sufficient outside diameter to amply cover the sleeve openings. All escutcheon plates shall be non-ferrous metal and shall be chrome plated.

1.17 SCAFFOLDING, RIGGING, HOISTING EQUIPMENT, ETC.:

A. The Contractor shall provide and remove when no longer necessary, all scaffolding, rigging, hoisting equipment, temporary coverings, and other service necessary for the performance of all work under the Contract.

B. Install and remove all temporary coverings and leave all existing construction neat, clean, and free of all debris.

1.18 CLEANING, REMOVAL OF DEBRIS:

A. The Contractor shall periodically or as directed during the progress of the work, remove and properly dispose of all debris, and shall keep the premises clean and clear of all obstructions. At the end of each day the site shall be cleaned and left in a neat and orderly condition. Upon completion of the work, he shall remove all temporary construction, facilities and materials, and shall leave the Building and the Project Site in a neat and clean condition.

B. All debris due to removal and installation of new work shall be removed and loaded into dumpsters. All full dumpsters shall be removed by the Contractor from the site by the end of each work day. All dumpsters shall be removed by the Contractor from the site at the end of the work week. Dumpsters left overnight will be covered.

1.19 RENOVATIONS TO EXISTING CONSTRUCTION:

A. All changes, additions, alterations, renovations, deletions, removal, replacements, reconstruction, etc., which are necessary and required for the installation of new work shall be included in the Contract. The items of work throughout the various Divisions of the Contract Documents shall be coordinated under this Division of the work to the extent that all alterations, changes, additions, deletions, reconstruction, replacements, etc., to the existing construction work shall be fully completed for the use intended by the Owner, and all such work shall be performed by the Contractor at no additional cost to the Owner.

B. The Contractor shall remove, replace, reconstruct, reduce, enlarge, alter, cut, patch, repair, drill, and cover, etc., all existing items of work. Include all site improvements, general construction, mechanical construction, electrical work, heating and ventilating work, plumbing systems, fire alarm systems, telephone systems, cable systems etc., which have been damaged or disturbed by and during the performance of the work under the Contract, and all of which shall be restore to their original condition and use by the Contractor at no additional cost to the Contract.

C. Exercise proper care in the removal of existing construction so that structural stability of the existing construction will not be impaired; protect existing construction from damage and take all necessary precautions to avoid undue damage to all finishes.

D. All existing construction shall be patched, adjusted and repaired using similar materials to match the original condition and construction insofar as possible. Patch and repair walls, floors, roofs, ceilings, concrete and brick work, and all other existing finishes and construction.

E. All penetrations through floors, ceilings, walls, etc., shall be properly sealed (and fire rated where required) with proper non-combustible sealant materials.

1.20 CO-ORDINATION OF WORK WITH OTHERS:

A. Attention is directed to the fact that the Owner may award a separate Contract or Contracts for various items of work throughout the Project.

B. The Contractor shall coordinate his work with the Contractors or Contractor engaged by the Owner so that each and all Contractors performing work for the Owner shall share equally in the advantages and disadvantages of performing the work under their various Contracts.

C. Each Contractor shall notify and shall coordinate all items of work with each other individual Contractor. Coordinate temporary interruptions to the heating system, shutdowns, temporary connections and services, removal and replacements of existing work, installation of new work, and all other items for work, so that the combined effort of all Contractors or Contractor will produce the full completion of the Owner intended work set forth under the Contract.

1.21 MISCELLANEOUS CUTTING, PATCHING, ETC.:

A. The Contractor shall perform all items of concrete work, masonry work, carpentry work, excavating and backfilling work, mechanical work, electrical work, and all other type construction due to the installation of work under the Contract.

B. During the performance of miscellaneous cutting, patching etc., the Contractor shall maintain all operational heating and plumbing lines, electrical lines, service lines, and all other necessary services in operating condition during the performance of work required by the Contract. The Contractor shall maintain all required services to each occupied area, so that all areas shall be habitable and can be occupied for normal customary use by the occupants. Provide all temporary connections, construction, supports, etc. required, and all such work shall be completely removed when no longer required.

1.22 INTERPRETATION OF DRAWINGS & SPECIFICATIONS:

A. Any questions or disagreements arising as to the true intent of this specification or the Drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.

B. In the case of any discrepancies between Drawings and Specifications, or within either document itself, the better quality, greater quantity or more costly work shall be included in the Contract Price, and shall be furnished and installed in the performance of the required work.

C. In the case of any discrepancies between Part 1 and part 2 of the Specification Manual, the requirements as specified in Part 2 of the Specification Manual shall prevail.

1.23 APPROVAL:

A. The materials, workmanship, design and arrangement of all work installed under the Contract shall be subject to the approval of the Architect. If material or equipment is installed before it is approved, the Contractor shall be liable for the removal and replacement, at no extra cost to the Owner, if, in the opinion of the Architect, the material or equipment does not meet the intent of the Drawings and Specifications.

1.24 SUBSTITUTIONS:

A. Substitutions of equipment or materials other than those indicated on the Drawings or in the Specifications, shall be confined to only those manufacturer's listed, or those otherwise indicated, and may be made only upon written approval from the Architect.

B. The Contractor shall submit his substitution for approval before releasing order for fabrication and/or shipment. Submittal will be forwarded with a letter of transmittal or cover letter listing all items for approval. The Architect reserves the right to disapprove such substitution, provided, in his opinion, the item offered is not equal to the item specified.

C. Where a Contractor proposes to use an item of material or equipment other than that specified or detailed on Drawings, and which requires any redesign of the roof and/or structure, or architectural lay-out, all such redesign and all new drawings and details required thereof shall, with the approval of the Architect be prepared by the Contractor at his own expense.

D. Where such approved deviation requires a different quantity and arrangement of material and equipment from that specified or indicated on the drawings, subject to the approval of the Architect, the Contractor shall provide any such material, structural supports, and any other items at no additional cost to the Owner.

1.25 APPROVAL OF INSTALLATION:

A. The materials, workmanship, design, and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before layout and design of same is approved, the contractor shall be liable for the removal and replacement of all such unapproved work at no extra cost to the Owner.

1.26 ROYALTIES & PATENTS:

A. The Contractor shall pay all royalties and shall defend all suits or claims for infringement of any patent Windsor rights and shall save the Owner harmless from loss on account thereof.

B. If the Contractor observes that a process or article specified is an infringement of a patent, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work specified, knowing it is to be an infringement of a patent, he shall bearall costs arising therefrom.

1.27 PROTECTION OF WORK & PROPERTY:

A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance.

B. The Contractor shall be responsible for the protection of any finished work of other trades from damage or defacement by his operations and must remedy any such injury at his own expense.

1.28 ACCESSIBILITY:

A. The Contractor shall install all work so that all parts required are easily accessible for inspection, operation, maintenance and repair. Minor deviations from Drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Architect.

1.29 TESTS:

A. All equipment shall be tested as specified under the various sections of the work. Labor, materials, instruments, and power required for testing shall be furnished by the Contractor, unless otherwise indicated under the particular section of the Specifications.

B. Tests shall be performed in the presence and to the satisfaction of the Architect, and such other parties as may have legal jurisdiction.

C. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Architect.

D. Any damages resulting form tests shall be repaired and damaged materials replaced, all to the satisfaction of the Architect.

E. The duration of tests shall be as determined by all Authorities having jurisdiction, but in no case less than that prescribed in each section of the Specification.

F. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems and their controls. Wherever the equipment of systems under test is inter-related with, and depends upon, the operation of other equipment, systems, and controls for proper operation, functioning and performance, the latter shall be operated simultaneously with the equipment or system being tested.

G. All costs in connection with tests shall be paid for by the Contractor.

1.30 AS-BUILT DRAWINGS:

A. The Contractor shall keep concurrent with the installation of the progress of the work, an accurate record of the as-built location and condition of all work performed under the Contract. All as-built information shall be recorded on a clean set of Black and White Contract Drawings and shall indicate the final location of all items of work complete with Dimensions, sizes, notations, etc.

B. Upon completion of all work and prior to Final Acceptance of all work under the Contract, the Contractor shall transfer all as-built information to clean set of Black and White Zerox Contract Documents. Submit all final as built Drawings to the Architect for final approval and acceptance.

1.31 OWNERSHIP OF DRAWINGS & SPECIFICATIONS:

A. All Drawings, Specifications, and copies thereof furnished by the Architect are his property and they are not to be used on other work, and shall be returned to the Architect at the completion of the work.

B. On the award of the Contract, the Architect will issue to the Contractor Three (3) stamped and signed copies of the drawings and specifications for permit application. Contractor may acquire additional copies through County Reproductions

1.32 TEMPORARY SERVICES:

A. Refer to specification section 01 50 00, “Temporary Facilities and Controls” for information on the following items:

1. Temporary Electricity
2. Temporary Lighting
3. Temporary Telephone Service
4. Temporary Water Service
5. Temporary Sanitary Facilities
6. On-site Parking

1.33 GUARANTY:

A. The Contractor shall guaranty all work performed under the Contract for a period of two (2) years from the date of final acceptance by the Owner of all work under the Contract. Final acceptance will be as set forth in a written notice by the Owner to the Contractor. This Owner will give notice of observed defects to the Contractor with reasonable promptness and the Contractor shall remove, patch, repair, and adjust all defective work immediately in accordance with the terms of the Contract.

B. The above guaranty shall be in addition to all work guarantees and warranties required under the Contract.

1.34 CONTRACTOR'S PERSONNEL:

A. Smoking and the consumption of food and beverages throughout the Buildings and on the site shall not be permitted. The consumption of alcoholic beverages shall not be permitted on-site at any time. The use of radios, boom boxes and similar type units shall not be permitted on-site at any time.

END OF SECTION

SECTION 01 22 00
UNIT PRICES

1.1 SUMMARY:

A. This section includes: Procedures for Identification and description of Unit Prices for various building components and systems which shall be used to establish cost of change in the scope of the work which may occur.

B. Related Sections

1. Bidding form: Quotation of the cost of proposed unit prices.
2. Owner-Contractor agreement: Incorporation of unit prices into the Work.
3. Sections of the Specifications listed under the respective unit prices.

1.2 COORDINATION:

A. Coordinate pertinent related work and modify surrounding work required to properly integrate the work provided by unit prices, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF UNIT PRICES:

A. Unit price and rules of measurement as listed in Bid Form shall be used in evaluating additions and deductions to the Contract Price and shall be used for all classifications of the work irrespective of the quantity involved.

B. The Contractor shall quote his Base Bid Proposal the Unit Prices included in the bid form, which may be as selected by the Owner.

END OF SECTION

SECTION 01 31 13
COORDIANTION

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 COORDINATION:

A. Coordinate scheduling, submittals and work of the various Specification sections to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.

B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various specification sections having interdependent responsibilities installing,
connecting, and placing such equipment and utilities in service.

C. Coordinate completion and clean-up of work of separate sections of Specifications in preparation for completion of all portions of Work.

1.3 CUTTING AND PATCHING:

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which effect the following:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Performance, efficiency, maintenance and safety of element.
4. Visual qualities of exposed-to-view elements.
5. Work of Owner and separate contractors.

C. Execute cutting, fitting, and patching to complete Work, and to:

1. Fit the several parts together and to integrate with other work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming work.
4. Remove samples of installed work for testing.

5. Provide openings in elements of work for penetrations of mechanical and electrical work.

D. Execute work by methods which will avoid damage to other work, and provide proper surfaces to receive patching and finishing.

1. Provide required protection and support for existing surfaces and components.
2. Cut rigid materials using masonry saw or core drill.

E. Restore work with new products in accordance with requirements of Contract Documents.

1. Fit new and existing work tight to pipes, sleeves ducts, conduits, and other penetrations through surfaces.
2. All finish or new/disturbed grades shall be made to blend smoothly and evenly into existing work on the property.
3. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

F. In the event hazardous substances or conditions are exposed during the work, identify such hazards to the Architect for decision or remedy.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 MEETING REQUIREMENTS:

A. Schedule regular job Site meetings at intervals of approximately one (1) week.

B. Arrange for special meetings as may be required due to progress of the work.

C. Meetings shall be held at the Project Site.

D. Attendance shall be by: Owner's Representative, Architect, Contractor, Sub-Contractors, Suppliers, and such other Persons or Companies appropriate to the project construction work. All Persons attending the meetings shall be qualified, familiar with the Project, and authorized to conclude matters relating to the Project.

1.3 SUGGESTED AGENDA:

A. Project job Site meeting shall in general contain the following agenda:

1. Review of progress report and construction schedule.
2. Review of off-site fabrication, delivery schedules.
3. Review submittal schedules.
4. Review of follow-up list of problems and incompletions.
5. Field observations, problems, conflicts.
6. Maintenance of quality standards.
7. Review proposed changes for effect on construction schedule, completion date and other contracts.
8. Other business pertinent to the work of the Project.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 SUBMITTAL PROCEDURES:

A. Transmittals to Architect:

1. Transmit each submittal to Architect with sequentially numbered transmittal forms. Number re-submittals with original number and an alphabetic suffix.

2. Identify Project, Contractor, subcontractor, supplier, pertinent drawing and detail numbers, and specification section numbers as appropriate.

3. Provide space for Contractor and Architect review stamps.

4. Identify deviations from Contract Documents.

B. Contractor's review: Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.

C. Submittals:

1. Schedule submittals to expedite the Project. Deliver to the Architect in compliance with Construction Progress Schedule.

2. Coordinate submission or related item.

3. Submit all items relating to color selection within 30 days after award of contract Colo selection will not be made until all color related submittals have been received.

D. Revise and resubmit submittals as required, identify changes made since previous submittal.

E. Distribute copies of reviewed submittals to appropriate parties.

1.3 CONSTRUCTION PROGRESS SCHEDULE:

A. Submittals:

1. Submit initial progress schedule in duplicate within 15 days after date of Notice to Proceed for Architect review. Submitted schedules shall indicate all work to be scheduled and performed by or before the stated date of substantial completion.

2. Revise end resubmit as required.

3. Submit revised schedules with each Application for Payment, identifying changes made since from previous version.

B. Format – One of the following:

1. Computer generated horizontal bar chart with separate line for each major section of work or operation, identifying first work day of each week.

2. Computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America AGC, publication "The Use of CPM in Construction – A Manual for General Contractors and the Construction Industry."

C. Indicate the following:

1. Indicate complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

2. Indicate estimated percentage of completion for each item of work at each submission.

3. Indicate submittal dates required for shop drawings, product data samples, and product delivery dates.

4. Indicate delivery dates for items furnished by Owner and under Allowances.

1.4 SCHEDULE OF VALUES:

A. Submittal:

1. Submit initial schedule in duplicate with 15 days after date of Owner- Contractor Agreement. After review by Architect revise and resubmit as required.

2. Submit revised schedule with each Application for Payment, reflecting changes since previous submittal.

B. Format:

1. Submit typed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet. Contractor's standard form or media-driven printout will be considered on request.

2. Utilize the table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.

3. Identify Site mobilization.

C. For Unit Cost Allowance, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

D. Include separately from each line item a directly proportional amount of Contractor's overhead and profit.

1.5 PROPOSED PRODUCTS LIST:

A. Within 10 days after date of Notice to Proceed, submit complete list of major products proposed for us, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standard.

1.6 PRODUCT DATA:

A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement Manufacturers standard data to provide information unique to this product.

C. After review, distribute in accordance with Submittal Procedures above. Provide copies for Record Documents described in Section 01 70 00 Contract Closeout.

1.7 SHOP DRAWINGS:

A. Submit the number of opaque reproductions which the Contractor requires, plus two copies which will be retained by the Architect.

B. After review, distribute in accordance with Submittal procedures above and for Record Documents described in Section 01 70 00.

1.8 SAMPLES:

A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittal for interfacing work.

B. Submit samples of finishes in selected custom or standard colors, patterns, and textures for Architect selection.

C. Identify each sample. Include full Project information.

D. Submit the number of samples specified in individual specification sections or the number required by Contractor, plus one which will be retained by the Architect. Observe Submittal Procedures, above, relating to color submittals.

E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.9 MANUFACTURER'S INSTRUCTIONS:

A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES:

A. When specified in individual specification sections, submit manufacturer's certificate to Architect for review, in quantities specified for Project Data.

B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting references date, affidavits, and certifications as appropriate.

1.11 DOCUMENT REVIEW:

A. When required by individual Specification Section, require installer and agent of manufacturer of product system to:

1. Review the Contract Documents.

2. Verify that systems are appropriate for the intended use.

3. Submit a statement of concurrence signed by installer and manufacturer.

B. Submit three copies of the statement of concurrence to Architect for review and acceptance.

C. Do not proceed with installation until Architect has reviewed and accepted statement of concurrence.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instruction to Bidders, and all other parts set forth in Part 1 of Specifications are hereby made a part hereof unless specifically excepted.

1.2 QUALITY ASSURANCE:

A. Monitor quality control over suppliers, manufacturers. products, services, Site conditions and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' approved instructions including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

D. Use only skilled mechanics thoroughly trained and experienced in the necessary crafts to produce workmanship of specified quality.

E. Secure products in place with positive anchorage devices designed and size to withstand stresses, vibration, physical distortion and disfigurement.

1.3 REFERENCES:

A. Conform to specified standards by date of issue as follows:

1. Code listings: For standards which are part of the Building Code in effect for this product, comply with the edition date published in the Building Code.

2. Non-code listings: For standards which are not a part of the Building Code in effect for this Product, use the edition in effect at the date of Notice to Proceed. except where otherwise specified in product sections.

B. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.4 MANUFACTURERS' FIELD SERVICES AND REPORTS:

A. When specified in individual Specification Sections, required material supplier or manufacturer to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship; to start-up equipment: to test, adjust and balance equipment as applicable; and to initiate instructions when necessary.

B. Require observer to report observations, Site decisions and Site instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

C. Submit to Architect a written report by observer in duplicate within 7 days of observation.

1.5 TESTING LABORATORY SERVICES:

A. Employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections. Select laboratory and submit to Architect for approval.

B. Direct Laboratory to perform services in accordance with requirements of governing authorities and with specified standards.

C. Submit reports to Architect in duplicate, giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.

D. Cooperate with Testing laboratory personnel: furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.

1. Notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.

2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 TEMPORARY UTILITIES:

A. Electricity:

1. Contractor shall provide all electrical power and such additional power outlets as may be required for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required. Contractor shall be responsible for all cost associated with electrical power.

2. Provide main service disconnect and over current protection at convenient location.

3. Permanent Building convenience receptacles shall not be utilized during construction. Coordinate use with Owner personnel.

4. Electrical power required shall not be furnished to the Contractor by the Owner.

B. Temporary lighting:

1. Provide and maintain adequate lighting for construction operations.

2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

3. Maintain lighting and provide routine repairs.

4. Permanent Building lighting may be utilized during construction.

5. All temporary wiring, lighting fixtures and accessory parts shall be removed when no longer needed and the permanent systems in each area has been installed.

C. Temporary Water Service:

1. The Owner shall provide non-potable temporary water to the Contractor from outside spigot/bibb(s) designated by the Owner. The Owner shall be responsible to pay for all non-potable water used by the Contractor. The Contractor shall be responsible to provide drinking water for consumption by his employees and sub–contractors.

2. The Contractor shall provide all temporary additional water lines as may be required for construction operations, with all branch lines, fittings, and fixtures as required. Contractor shall be responsible for all cost associated with temporary additional water lines.

3. The Contractor shall provide backflow preventers at convenient location(s) if required. The Contractor shall be responsible for all cost associated with backflow preventers.

4. The Contractor shall make every effort to conserve water. Failure of the Contractor to conserve water may result in forfeiture of the right to use Watertown Board of Education facilities.

D. Temporary sanitary facilities:

1. The Contractor shall provide all temporary toilet and sanitary facilities as may be required for construction operations. Contractor shall be responsible for all cost associated with temporary toilets and sanitary facilities.

2. Permanent Building toilets and sanitary facilities shall not be used during construction.

1.3 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and local laws, regulations, and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities throughout the Building.

B. Rubbish Disposal:

1. Do not burn, bury or dispose of debris and waste materials on the Project Site in an unauthorized manner. The Contractor shall provide dumpsters for the disposal of all waste materials generated from the project. The Contractor is not allowed to utilize Board of Education dumpsters. The Contractor is responsible for all cost associated with dumpsters and disposal of waste materials

C. Dust:

1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with State and local regulations.

2. Only wet grinding or cutting of concrete, masonry, and asphaltic concrete will be allowed on exterior surfaces. Dry cutting or grinding may be used on interior surfaces provided openings are covered.

3. Mechanical dry sweeping not permitted: Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.

4. During loading operations, water down debris and waste materials to allay dust.

5. Select method of dust control and pay all costs incurred.

D. Air pollution:

1. Do not permit or cause air pollution from mist, smoke, vapor, gas, odorous substances and particulate matter.

2. Do not operate any gasoline or diesel-powered vehicle or equipment on the Building Site which emits visible smoke.

E. Noise: Muffle internal combustion engine-powered equipment to minimize noise and properly maintain to reduce noise to acceptable levels.

F. Others

1. If spray application is allowed under the other Specification Sections, use 'airless spray' process only.

2. Where the requirements of other Project Manual Sections are in conflict with this Section, the more stringent requirement shall govern.

3. Suspension of work: Violation of any of these requirements or any other pollution control requirements which may be specified in other sections may cause suspension of the work creating such violation. No additional compensation will be allowed for remedial measures to correct the offense and no extension of time will be granted for delays caused by such suspensions. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered, the Owner reserves the right to take whatever action is necessary to correct the situation and to deduct costs incurred in taking such action from monies due the Contractor.

1.4 TEMPORARY CONTROLS:

A. Barriers:

1. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing Building facilities and adjacent properties from damage from construction operations and demolition.

2. Provide barricades required by governing authorities for public rights-of-way and for public access to existing Building and facilities.

3. Protect non-owned vehicular traffic, stored materials, Site and other structures and facilities from damage.

4. Contractor shall be responsible for all cost associated with the construction, maintenance, and removal of all barriers and fences.

B. Protection:

1. Protect installed work and existing improvements. Provide special protection where specified in individual Specification Sections.

2. Control traffic and activity to prevent damage to components and services.

3. Provide temporary and removable protection for installed products.

4. Landscaping:

a. Protect existing and new landscaping against damage from construction operations on the property. The Contractor is responsible to restore the landscaping due to damage caused by or as a result of their construction operations.

b. Do not dispose of paint, petroleum products, dirty water or other deleterious materials on or around roots.

c. Do not burn trash under or near shrubs or trees.

d. Do not permit compaction of root areas within drip line by foot, vehicle or machine traffic, or by the storage of equipment, gravel, earth fill, supplies or materials.

e. Do not damage trunks or limbs by maneuvering vehicles or stacking material and equipment too close.

f. Do not allow puddling or continuous running water under trees or on landscaped areas.

g. Do not allow traffic on landscaped areas.

1.5 CONSTRUCTION FACILITIES:

A. Security:

1. Provide security and facilities, to protect Work, and existing improvements, and Owner's operations from unauthorized entry, vandalism, and theft.
2. Coordinate with Owner's security program for all facilities.

B. Access:

1. Maintain access to fire hydrants free of obstructions.

2. Only designated Site paved areas may be used for construction traffic.

C. Parking:

1. Arrange with Owner's personnel for designated Site parking areas to accommodate construction personnel.

D. Progress Cleaning:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition.

2. Remove debris and rubbish prior to enclosing pipe chases, plenums, attics, crawl spaces and other closed or remote spaces.

3. Broom and vacuum clean areas prior to start of surface finishing. Continue cleaning to eliminate dust.

4. Remove waste material, debris, and rubbish from construction areas daily. Dispose of debris in an authorized manner.

1.6 REMOVAL OF TEMPORARY UTILITIES AND FACILITIES:

A. Remove temporary utilities, equipment, facilities and materials prior to Final Inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent new facilities used during construction to specified condition.

1.7 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and Local Laws, regulations and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities.

B. Hazardous Materials: Abatement will be performed as part of this contract. Comply with all requirements of the Contract.

C. Coordinate Construction work with abatement work. Contractor is responsible for the abatement/removal and disposal of asbestos and PCBs and all associated costs. Verify abatement schedules with the Owner's representative and the Architect.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 CLOSEOUT PROCEDURES:

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's final review.

B. Provide submittals to Architect/Owner that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. Owner will occupy portions or all of the Buildings and site specified in section 01 10 00.

E. Comply with requirements for Final Observation of the Work as set forth in Special Conditions, Section B; coordinate with the requirements set forth in this Section 01 70 00.

1.3 FINAL CLEANING:

A. Execute final cleaning prior to final review by the Architect.

B. Clean equipment, site and fixtures to a sanitary condition.

C. Remove waste and surplus materials, rubbish, and construction facilities from the Building(s) and from the site.

1.4 ADJUSTING:

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintenance of documents and samples:

1. Maintain on Site one set of the following record documents:

a. Contract Drawings.
b. Specifications.
c. Addenda.
d. Change Orders and other Modifications to the Contract.
e. Reviewed shop drawings, product data, and samples.

2. Store Record Documents separate from Documents used for construction.

B. Recording:

1. Record concurrently with construction progress on reproducible drawings provided for this purpose. Do not conceal Work until actual revisions to the Work are recorded.

2. Specifications: Legibly mark and record at each product section description of actual products installed,
including the following:

a. Manufacturer's name and product model number.
b. Product substitution or alternates utilized.
c. Changes made by Addenda and Modifications.

3. Record documents and shop drawings: Legibly mark each item to record actual construction including the following:

a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
b. Field changes of dimension and detail.
c. Details not on original Contract Drawings.

4. Other documents: Maintain manufacturer's certifications, inspection certifications and field test records required by individual Specifications Sections.

5. Delete Architect title block from all Record Documents.

C. Submittals:

1. At Contract close-out, submit Record Documents with transmittal letter in duplicate, containing date, project title, list of documents and contractor's name, address, and signature. Arrange documents in sequence with index.

2. Submit the marked-up reproducible and two prints for each record drawing and three copies of each 8 1/2" x 11 drawing.

1.6 OPERATION AND MAINTENANCE DATA:

A. Prepare and submit two sets of operating and maintenance manuals prior to final inspection.

1. 8 1/2 x 11 inch three D side ring binders with durable plastic covers.

2. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when more than one binder is required.

3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

B. Contents of manuals:

1. Prepare a Table of Contents for each volume with each Product or system description identified.

2. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.

3. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. Fore each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.

e. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

4. Part 3: Project documents and certificates including the following:

a. Shop drawings and product data.
b. Certificates.
c. Photocopies of warranties and bonds.

D. Submittal:

1. Submit one copy of completed volumes in final form 15 days prior to final review with Architect comments. Revise content of documents as required prior to final submittal.

2. Submit final volumes revised within ten days after final review.

1.7 WARRANTIES:

A. Provide notarized copies of each warranty and bond.

1. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

2. Assemble in three D side ring binder with durable plastic cover.

3. Prepare binder covers with printed title "WARRANTIES AND BONDS" and title of project.

4. Provide Table of Contents.

B. Submit prior to final Application for payment.

C. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 STATEMENT OF APPLICATION:

A. When required by individual Specification Section, upon completion of the work and as condition of its acceptance, submit a statement in duplicate signed by the product installer stating the following:

1. Materials conform to Specifications.

2. Products were installed in accordance with Specifications and the manufacturers' written instructions.

3. Installation was proper and adequate for the conditions of installation and performance.

B. When required by individual Specification Section, Contractor shall jointly execute statement of application.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.

B. Deliver to Project Site and place in location as directed. Obtain receipt prior to final payment.

END OF SECTION

SECTION 02 41 14.13
REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

PART I- GENERAL

1.1 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

Demolition work shall include, but is not limited to the following:

A. Removal of the existing asphalt shingle roof system, related underlayments, flashings, sheet metal and deteriorated wood decking and blocking.

B. Removal of existing fascia, gutters, edge trim and associated parts.

C. Removal of the existing stainless steel metal flashings and removal of lead flashings must be accomplished by workers who have completed OSHA Lead Training (4 hr course) in accordance with OSHA regulations 1926.62.

D. Identification and repair of existing damaged plywood roof decking, replace deteriorated plywood decking where required.

E. Two acceptable practices shall be utilized for these projects – Hopper/dumpster or Elephants Trunk

F. In the event the Contractor discovers asbestos or other hazardous materials, work will stop and the Owner, Project Manager and Architect will be notified. Removal and disposal of asbestos containing materials will be removed in accordance with all applicable regulations. Guidance and procedures have been included in this specification section.

1.3 Coordination

A. It is the responsibility of the Contractor to coordinate the work of this section with all other work on the Project.

1.4 Job Conditions

A. The Contractor shall inspect the premises prior to the submittal of its bid for conditions which may affect its work.

B. Demolition, storage of materials, removal of debris and construction operations shall not interfere with the Owner's use of the property.

1.5 Permits

A. The Contractor shall obtain, at its expense, all permits required by governing authorities, including any required for disposal of demolition debris or for use or blockage of streets or sidewalks.

1.6 Sequence of Operations

A. The Contractor shall submit for approval the complete sequence of operations for demolition and show how this Work is coordinated with all other aspects of the Project. Work shall not begin until such a schedule has been approved in writing by the Owner or his authorized representatives.

1.7 ASBESTOS SUBMITTALS AND NOTICES

A. Prior to commencement of asbestos abatement work, submit to the A/E and receive approval and/or acknowledgment of following:

1. Asbestos worker medical clearance to wear a respirator documentation
2. Asbestos worker & Competent Person training documentation
3. Asbestos worker respiratory fit testing documentation

B. Within 35 days following the date the asbestos waste trailer leaves the job site, submit to the A/E and Owner:

1. Waste shipment record for disposal of asbestos roofing material

1.8 PERSONNEL PROTECTION - ASBESTOS

A. Provide and require all workers to wear protective clothing and half face respirators when removing or handling asbestos-containing roofing material.

B. Provide and require all workers to wear protective clothing and half face respirators when present in the Regulated Area established by the Competent Person.

C. Ensure workers do not eat, drink, smoke or chew gum or tobacco while engaged in asbestos-containing roofing removal.

D. Ensure workers decontaminate themselves at the hand washing facility after engaging in asbestos-containing roofing material removal.

1.7 WORKER TRAINING REQUIREMENTS - ASBESTOS

A. The Competent Person shall have successfully completed a five day / 40 hour Asbestos Supervisor training course equivalent to the EPA Model Accreditation Plan (MAP).

B. Workers shall have successfully completed an 8 hour roof-specific asbestos training course in compliance with 29 CFR 1926.1101 (k)(9)(iv)(A).

PART II- PRODUCTS

2.1 MATERIALS -ASBESTOS

A. Polyethylene sheeting and disposal bags shall be six (6) mil.

B. Labels and signs shall conform to applicable regulations.

2.2 TOOLS AND EQUIPMENT - ASBESTOS

A. Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance per OSHA requirements.

B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.

PART III- EXECUTION

3.1 Protection

A. Before starting demolition, the Contractor shall be solely responsible for making the necessary arrangements and for performing the necessary work involved in connection with the discontinuance or interruption of public and private utilities or services or components of said utilities or services under the jurisdiction of the Owner, utility companies or corporations, Police Department, Fire Department and Public Works Department including but not limited to gas, electricity, telephone, police signal, fire alarm, water, sanitary sewer, storm drainage and other systems which will be affected by the work to be performed under this Contract.

B. The Contractor shall preserve in operating condition active utilities traversing the Work site and shall protect manholes, catch basins, valve boxes and other apparatus. He shall repair damage to any such utility, due to work under this Contract, to the satisfaction of the Owner or his authorized representatives.

C. Adequate protection of persons and property shall be provided at all times. The work shall be executed in a manner to avoid interference with the use of adjacent buildings, areas or properties, and to avoid interruption of free passage to or from such buildings, areas or properties.

D. Investigate and comply with any rules or regulations relative to providing and paying for uniformed Police to regulate or control traffic on existing streets which are affected by the Contractor's operation.

E. Furnish signs, lights, barricades and other equipment as may be necessary for the safe execution of the work.

F. Lead coated copper if not recycled must be disposed of as hazardous material/construction debris in accordance with all applicable local, state and federal regulations.

G. Hazardous Materials:

1. Remove asbestos and dispose of as indicated below, If the Contractor finds undocumented PCBs or other hazardous materials which require abatement the Contractor shall stop work immediately and notify the Architect and Owners Representative
2. Competent Person shall be on the job at all times to ensure proper work practices throughout the project.
3. Remove asbestos-containing roofing material in an intact state to the extent feasible.
4. Pick up or HEPA vacuum asbestos-containing roofing debris from non-intact roofs prior to removal of the roofing. Bag debris for disposal.
5. Utilize wet methods to remove asbestos-containing roofing materials unless such wet methods are not feasible or will create safety hazards, as determined by the competent person, in writing.
6. HEPA vacuum asbestos-containing dust and debris left after the removal of asbestos-containing roofing.
7. Remove asbestos-containing flashings and associated cements using manual methods (such as axe, knife, or shovel). Do not sand, abrade, or grind these materials.
8. Asbestos-containing roofing material shall be lowered to the ground by crane or hoist. Do not drop asbestos-containing roofing material to the ground or into the dumpster.
9. Transfer all intact removed asbestos-containing roofing material to the leak tight disposal dumpster by the end of the work shift. Bag and lower non-intact asbestos-containing roofing material immediately.
10. Transfer lowered asbestos-containing roofing material to the leak tight disposal dumpster carefully so as not to disperse dust.

H. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Energy & Environmental

Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

I. asbestos warning signs must be attached to containers used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.

J. Label bags of asbestos-containing waste material using warning labels specified by OSHA 29 CFR 1926.1101. Label asbestos-containing waste material destined for off-site transport with the name of the waste generator and the location where the waste was generated.

K. Contractor is responsible for signing the asbestos waste shipment record as generator prior to each asbestos waste dumpster leaving site and giving a copy of the signed waste shipment record to the Ashford Public Schools representative. The completed waste shipment record with landfill sign-offs shall be forwarded to the Owner.

3.2 Modified Built Up Roof System Removal

A. Remove the existing Modified Built Up membrane, (adhered), Cover board, insulation, flashings and sheet metal. Carefully inspect and repair exposed surfaces, utilities, roof penetrations, etc., for damage and repair or replace as required.

B. Removal shall result in a smooth, consistent substrate for application of wood blocking, vapor barrier, insulation, membrane and membrane flashing.

C. A thorough inspection of the existing substrate and adjoining materials shall be made to determine if any repairs are required. If conditions are uncovered or created that would be detrimental to the application of specified work, immediately notify the Owner's Representative of such conditions for determination of treatment.

3.3 Pollution Control

A. The Contractor shall be aware that the facility must remain in use throughout the course of construction and that any disruption or inconvenience sustained by the Owner, employees, visitors and patrons must be kept to an absolute minimum. To this end, the Contractor shall provide, if necessary, a water spray and impermeable barrier to minimize dust and debris infiltration. Also the Contractor shall select equipment and procedures to mitigate noise discomfort.

B. Debris shall be considered the property of the Contractor and shall be removed for the site in its entirety on a daily basis and be legally disposed. On site storage of discarded material will only be permitted when stored in a covered container.

3.4 On-Site Storage

A. Equipment or materials stored on the roof shall be distributed in such a manner that no structural building components are over stressed.

B. Ground level storage areas, if available, will be provided adjacent to the facility for equipment and new materials. Size and location of area shall be coordinated with the Owner.

C. No debris or waste material shall be stored on or within the building, unless otherwise designated.

3.5 Repair of Damages

A. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Owner prior to demolition and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.

B. Damage to any portion of the building which results in disruption of or inconvenience to the Owner, employees or patrons shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense. Such work shall be completed to the satisfaction of the Owner prior to the release of final payment.

3.6 Environmental Requirements

A. Do not apply roofing membrane during inclement weather or when a 20% chance of precipitation is expected.

B. Do not apply roofing insulation or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

3.7 Clean-Up

A. The building and adjacent areas shall be left in a broom clean condition at the end of each day.

B. On completion of the work of this section and after removal of debris, the site shall be left in a clean and safe condition, satisfactory to the Owner or his authorized representative.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART I - GENERAL

1.1 Delivery Storage and Handling

A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery

B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.

C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.2 Quality Assurance

A. Comply with governing codes and regulations. Use experienced installers.

B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.

C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.

D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.

E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.3 Scope of work

A. Replace any damaged or rotted wood blocking or decking in kind

PART II - PRODUCTS

2.1 Dimensional Lumber and Plywood

A. Construction Lumber: Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).

B. Exterior Type Plywood: APA Rated sheathing, EXT.

C. Bucks, Nailers, Blocking, Etc.: No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine (SPIB).

D. Anchorage and Fastenings: Proper type, size material and finish for each application.

E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

PART III - EXECUTION

3.1 Examination

A. Verify measurements and dimensions shown before proceeding with carpentry work.

B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

C. Correlate location of nailers, blocking and similar supports for attached work.

D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 Protection

A. Protect installed work from damage by other trades until acceptance of work.

3.3 Installation

A. Provide all nailers, blocking and sleepers where shown on the drawings or required for attachment of other work. Minimum flashing height of eight (8) inches is required. Coordinate with location with other work involved; refer to shop drawings of such work.

B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.

C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.

D. Provide washers under bolt heads and nuts in contact with wood.

E. Do not wax or lubricate fasteners that depend on friction for holding power.

F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.

G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

END OF SECTION

SECTION 07 22 10
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Remove existing asphalt shingle roof, underlayment, flashng and accessories and dispose according to local rules and regulations. Replace damaged/delaminated Plywood and wood blocking.

B. Contractor will be responsible for interior protection.

1.2 ENVIRONMENTAL REQUIREMENTS

A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.4 PROTECTION

A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any. All temporary (unflashed) connections should be checked and re sealed on a daily basis.

B. Extra protection to be taken when work is being conducted over sensitive areas. Protection such as tarps or polyethylene sheathing shall be lined on surface.

1.5 SCHEDULING

A. Schedule work to coincide with commencement of installation of new roofing system.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The Roofing Contractor is to verify existing site conditions, including roof dimensions.

B. The Roofing Contractor must verify that the existing roof surface is clear and ready for work of the section.

3.2 MATERIALS REMOVAL

A. Remove all asphalt shingle roof, underlayment, flashng and membrane, cant strips, rigid insulation, expansion joints, base flashings, walls, and any other items shown on the drawings. In addition, complete removal of all nails and other debris is required to leave a smooth, even surface for re-roofing. Contractor should use blower to remove all smaller debris immediatley before installing insulation on roof deck sections.

B. All debris dumped from the roof shall be transported from the roof via chutes, crane or lull into dumpsters or trucks. Surrounding shingle roofing must be protected at all times and any damage caused by the roofing contractor or roofing contractor’s sub contractors shall be replaced at in like kind at the roofing contractor’s expense.

C. Building and/or ground damage caused by the removal or installation of the roof system will be the sole responsibility of the Contractor. Grounds must be repaired to same condition as they are prior to the start of the project.

D. Contractor shall use magnet devise around all work areas on a daily basis during the removal of existing soffits and facia and during the install of the new. This will avoid accidents resulting from lawn care or other.

3.3 TEMPORARY PROTECTION

A. Provide temporary protective sheeting over uncovered deck surfaces.

B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.

C. Provide for surface drainage from sheeting to existing drainage facilities.

D. Do not permit traffic over unprotected deck surface.

E. Interior protection from rooftop debris is to be handled by roofing contactor.

END OF SECTION

SECTION 07 31 13.13
FIBERGLASS REINFORCED ASPHALT SHINGLES

PART 1 GENERAL

1.1 RELATED SECTIONS

A. Drawings and general provisions of the contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes granular surfaced asphalt shingle roofing, underlayment, eave, valley, and ridge protection, and metal flashings.

1.3 RELATED SECTIONS

A. Related Work Specified Elsewhere:

1. Section 02 41 14.13 – Removal and Salvage of Construction materials
2. Section 06 10 00 – Rough Carpentry
3. Section 07 62 00 – Sheet Metal Flashing and Trim
4. Section 07 72 53 – Snow Guards

1.4 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM E-108 Class A fire resistance rating
2. ASTM D-3018 Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
3. ASTM D-3161 UL Wind Resistance Rating for Self Sealing Shingles
4. ASTM D-3462 Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
5. ASTM B-209 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.

6. ASTM C 1549 Standard Test Method for Determination of Solar

Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.

7. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free
8. ASTM E 903 Standard Test Method for Solar Absorption, Reflectance and Transmission of Materials using Integrating Spheres.

B. Underwriters Laboratories (UL) Class A fire resistance rating.

1. UL 790 Test for Fire Resistance of Roof Covering Materials
2. UL 997 Wind Resistance of Prepared Roof Covering Materials.

1.5 SUBMITTALS

A. Product Data: Submit data indicating material characteristics, and limitations.

B. Samples: Submit two roof shingles illustrating shape, color range, and finish texture/pattern. Architect will select color from manufacturer's standard colors.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Steep Roofing Manual.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not install eave protection and shingles when surface or ambient air, temperatures are below 45 degrees Fahrenheit.

1.8 GUARANTY

A. Provide fifty-year manufacturer guaranty for asphalt shingles. Equal to GAF **50 year Golden Pledge Guaranty**. Initial 20 years to be non pro-rated, no dollar limit labor and material guaranty. The remaining guaranty period to be a pro-rated labor and material guaranty.

B. Special Project Warranty, signed by Installer, covering work of this Section including all components of the asphalt shingle roofing system such as roofing, flashing, roof edge/fascia and gutters, etc..

1. Warranty period: 3 years from date of substantial completion

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

A. Manufacturers:
1. GAF Building Materials Corporation
2. Substitutions: As permitted by Architect.

B. Product Description: Asphalt shingles conforming to ASTM D3018, Class A with Type I - Self Sealing Tab; Conforms to ASTM D3462; UL Rating of A and Wind Resistance Label of 80 MPH, glass fiber mat base, mineral granule surface type. Color to be selected from manufacturer's standard colors.

1. Standard of quality shall be: GAF Building Materials Corp. "Timberline HD Lifetime High Definition Shingle with a strong fiberglass reinforced Micro Weave core and StainGuard protection, 30" 12" x 36" shingle; self sealing with 50 year manufacturer's Gold Pledge warranty.
2. The Contractor shall be a GAF certified Master Elite Roof Installer. The contractor shall submit GAF certification and other applicable credentials to the Somerset Condominium Association LLC upon demand.

2.2 COMPONENTS

A. Eave (Ice and Water Shield) Protection: ASTM D2178, Type IV, glass fiber felts. Underlayment: ASTM D-5147, Md 75 lbf/in., self adhering, multi-purpose underlayment.

B. Underlayment: Breathable, UV stabilized, polypropylene underlayment. ASTM D 4533 and ICC Evaluation ESR-2808. 54" wide roll equal to GAF Deck Armor.

2.3 ACCESSORIES

A. Nails: Standard round wire shingle type hot dipped zinc coated steel type, of sufficient length to penetrate through roof sheathing.

B. Plastic Cement: ASTM D2822, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees

F and 50 percent RH.

C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.

D. Ridge Vents: Polyester composite, formed with vent openings that do not permit direct water or weather entry; equal to Cobra Ridge Vent as manufactured by GAF Building Materials Corp.

F. Flashing Materials: Aluminum Sheet: ASTM B209, alloy 3003-H14. // Except alloy used for color anodized aluminum shall be as required to produce specified color. Alloy required to produce specified color shall have the same structural properties as alloy 3003-H14.

G. Thermoplastic plumbing vent pipe roof flashing boot. Diameter to match existing vent pipe. Standard of quality equal to Oatey thermoplastic plumbing vent pipe boot.

H. Bituminous Paint: Acid and alkali resistant type; black color.

I. Nails: Standard round wire roofing type, hot dipped zinc coated steel; of sufficient length to penetrate into wood substrate.

2.4 FABRICATION

A. Form flashings to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.

B. Form flashing sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

C. Hem exposed edges of flashings minimum ¼ inch on underside.

D. Apply bituminous paint on concealed surfaces of flashings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.

B. Verify roof openings are correctly framed.

C. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.2 PREPARATION

A. Fill knot holes and surface cracks with latex filler at areas of bonded eave protection. Cover knot holes with sheet metal.

B. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

3.3 INSTALLATION

A. Installer shall be a manufacturer certified and approved master elite roof installer as required to obtain manufacturers 50 year warranty covering material and labor.

B. Eave (Ice and Water Shield) Protection Installation:

1. Place eave edge and gable edge metal flashings tight with facia boards. Weather lap joints minimum 2 inches and seal with plastic cement. Secure flange with nails.

2. Place underlayment starter strip with eave edge flush with face of flashings. Secure in place. Lap ends minimum 6 inches.

3. Starting from lower edge of starter strip, lay additional 36 inch wide strips of underlayment in, to produce a two ply membrane. Weather lap plies minimum 6 inches and nail in place. Lap ends minimum 6 inches Stagger end joints of each consecutive ply.

4. Extend eave protection membrane minimum 2 feet up-slope beyond interior face of exterior wall.

C. Valleys

1. Install leak barrier at least 36” wide centered on valley; lap ends 6 inches and seal.

D. Hips and Ridges

1. Install leak barrier along entire lengths. Position leak barrier so ridge vents slots will not be covered.

E. Protective Underlayment Installation:

1. Place one ply of underlayment over area not protected by eave protection, with ends and edges weather lapped minimum 12 inches. Nail in place.

2. Lap ends at least 4 inches. Stagger end laps of each consecutive layer at least 36 inches. Nail in place.

3. Lap roof deck protection over valley protection at least 6 inches.

F. Penetrations:

1. At vent pipe, install a 24 inch square piece of leak barrier lapping over roof deck protection; seal tightly to pipe.

2. At vertical walls, install leak barrier extending at least 6 inches up wall and 12 inches on to the roof surface on all sides.

3. At chimneys, install leak barrier around entire chimney extending at least 6” on the wall and 12” on to the roof surface lapping over the roof deck protection.

G. Metal Flashing and Accessories Installation:

1. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.

2. Secure in place with nails. Conceal fastenings.

3. Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.

H. Asphalt Shingles Installation:

1. Place shingles in straight coursing pattern with 5 inch weather exposure (or as recommended by manufacturer) to produce double thickness over full roof area. Provide double course of shingles at eaves.

2. Secure with 6 nails per shingle. Ensure nails are long enough to penetrate through plywood or ¾” into dimensional lumber.

3. Project first course of shingles ¾ inch beyond fascia boards.

4. Extend shingles ½ inch beyond face of gable edge fascia boards.

5. Extend shingles to within 4” on the centerline of the valley. Valley lined with .040 aluminum over ice and water shield extending 3’-0” both sides of valley. Install ice and water shield over aluminum valley and under shingles.

6. After installation, place two daubs of plastic cement, one inch diameter under each individual shingle tab exposed to weather, to prevent lifting.

7. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of Counter flashings.

8. Complete installation to provide weather tight service.

END OF SECTION

DOCUMENT 07 41 00
STANDING SEAM METAL ROOFING PANELS

1.1 SECTION INCLUDES

A. Standing seam metal roofing system.

B. Standing seam metal roofing accessories.

C. Metal roofing accessories.

1.2 RELATED SECTIONS

A. Section 06 10 00 – Rough Carpentry.

B. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

A. American Architectural Manufacturer Association (AAMA):
   1. AAMA 501.1 Standard Test Method for Metal Curtain Walls for Water Penetration using Dynamic Pressure.

B. American Iron and Steel Institute (AISI):
   1. 1996 Edition Specification for the Design of Cold-Formed Steel Structural Members.

C. American Society of Civil Engineers (ASCE):
   1. ASCE 7-05 Minimum Design Loads for Buildings and Other Structures.

D. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.

E. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

F. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

G. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.

H. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

I. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

J. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.

K. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.

L. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

M. UL 263 - Fire Tests of Building Constructions and Materials.

N. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

O. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.

P. UL 1897 - Uplift Test for Roof Covering Systems.

Q. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.

R. SMACNA - Architectural Sheet Metal Manual.

S. National Coil Coating Association (NCCA)

T. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Structural Standing Seam Roofing System:
1. Thermal Expansion and Contraction:
a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
b. Design temperature differential shall be not less then 200 degrees F.
c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Project Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.
2. Uniform Wind Load Capacity:
a. Installed roof system shall withstand negative (uplift) design wind

loading pressures complying with the following criteria.

1) Design Code: ASCE 7-16, Method 2 for Components and Cladding.
2) Safety Factor: 1.67 after any load reduction or material stress increase.
3) Category III Building with an Importance Factor of 1
4) Wind Speed: 128 mph.
5) Ultimate Pullout Value: 829 pounds per each of the two fasteners holding the panel clip to the roof decking or framing system.
6) Exposure Category: C.
7) Design Roof Height: 80 feet.
8) Minimum Building Width: 154 feet.
9) Roof Pitch: :12”.
10) Roof Area Design Uplift Pressure:
    a) Zone 1 - Field of roof 60.7 psf.
    b) Zone 2 - Eaves, ridges, hips, and rakes 60.7 psf.
    c) Zone 3 – Corners 96.9 psf.

3. Uniform Positive Load Capacity.
    a. Capacity to resist positive loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.
    b. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.
    c. a licensed structural engineer must review and approve the application through a structural evaluation.
    d. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system. Approximately 7lbs/psf is being removed from the roof through tear off as specified in section 3.2. Approximately 3lbs/psf will be added to the weight of the existing roof through installation as specified in section 3.3. Total reduction of weight to the roof structure is approximately 4lbs/psf.
    e. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf; Roof Snow Load of 29.3 psf.
    f. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.
    g. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.

4. ASTM E 1646: Static pressure water infiltration (roof panels):
   a. Pressure Result:
      1) 5 Gal. /Hr. per S.F. and Static No Leakage
      2) Pressure of 20.0 PSF for 15 minutes
5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
6. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
7. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
8. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.
9. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.
10. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: Submit product data, test reports, and certifications in accordance with quality assurance and performance requirements specified herein.

C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.

D. Engineered shop drawings showing layout of every roof panel and structural supporting member required in the installation with side laps and end laps marked within 1% deviation of their actual location from manufacturer of light-gauge structural framing.
   1. Provide details for edge conditions, seams, joints, corners, panel profiles, assembly anchoring techniques, round and square flashings and counter flashings.

E. Dead Load Evaluation: Provide documentation from a licensed structural engineer of a structural evaluation of the roof structure and its suitability for the new imposed roofing loads.

F. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

G. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products which are provided at the Town's expense and shall be signed off and field verified by the Owner, Contractor and Design professionals.

H. Selection Samples: For each finish product specified, two complete sets of samples representing manufacturer's full range of available colors and textures.

I. Verification Samples: For each finish product specified, two samples, minimum size 6 inches square, representing actual product, color, and textures.

J. Yearly Roof Inspections: Provide a letter stating yearly roof inspections be made at no additional cost to the Owner shall be provided for the life of the warranty.
   1. inspection reports shall be provided for Owner's records. Any deficiencies in the roof caused by material failure or workmanship shall be corrected at no additional cost to the Owner (labor and material). Failure to submit letter will result in an immediate rejection of the submittal

K. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

L. Closeout Submittals:
   1. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and maintenance of installed roof system.
   2. Provide executed copy of manufacturer's warranty.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

C. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

D. Installer Qualifications: Company specializing in performing Work on this project

shall have minimum ten years documented experience and a be certified and approved by the Manufacture who is listed as the basis of design.

E. Source Limitations: Obtain all components for each roofing system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

F. Country of Origin: All rolled good, mastics, sealants and prefabricated metal components shall be 100% sourced and manufactured in USA. Raw materials sourced outside of the stated country of origin shall not be accepted. Upon request of the Architect or Owner, submit a Manufacturer's written letter as proof that all components in list form, signed by an authorized agent of the Manufacturer have been sourced and manufactured in the listed country of origin above.

1.7 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
   1. Store materials above ground, on skids.
   2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.

1.9 PROJECT CONDITIONS

A. 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.

1.10 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed Edge-To-Edge NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including all metal components, standing seam roofing systems and any wall panels.
   1. Warranty Period:
      a. 35 years from date of acceptance.

B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
   1. Warranty Period:
      a. 3 years from date of acceptance.

C. Single Manufacturer’s warranty: The warranty issued to the Owner per choice that each roofing system, and metal wall panel or component separate or all-encompassing shall be warranted and owned by a single Manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. The basis of design and minimal performance criteria are based upon roofing systems engineered, tested and manufactured by The Garland Company or pre-approved equal.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
   1. Bidder will not be allowed to change materials after the bid opening date.
   2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
   3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
      a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
      b. Will provide the same guarantee for substitution as for the product and method specified.
      c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
      d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
      e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
      f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
   4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
   5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor’s request for manufacturer substitution.

2.2 STANDING SEAM METAL ROOFING

A. Standing Seam Roof Assembly:
   1. Width of Standing T-Seam Panel: 1 inch T-seam.
      a. 16 inches.
   2. Standing Seam: 2-3/8 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip.
   3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel.

a. Slope: Open Purlins down to 1/4:12.

4. Field Panel material:
   a. Aluminum, 3105-H14 alloy, smooth as per ASTM B 209, .040-inch thickness.
5. Flashing and flat stock material:
   a. Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
6. Coated Finish:
   a. Exposed surfaces for coated panels:
      1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
7. Accessory Components:
   a. Anchor Clips:
      1) Concealed Standard Anchor Clips: Clips 16-gauge stainless steel, alloy 316L, 1 piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
      2) System clips shall be installed as per Manufactures shop drawing details over plywood decking substrate.
   b. Fasteners:
      1) Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements.
         a) Steel: Blazer 1/4-14 HWH
      2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
   c. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
   d. Provide all miscellaneous accessories for complete installation.

2.3 STANDING SEAM METAL ROOFING ACCESSORlES

A. Underlayment: 45 mil minimum high temp, self-adhesive membrane, installed in accordance with manufacturer's recommendations.
   1. Sourced from the same Manufacturer or the metal roof assembly or approved equal.
   2. 100% HT ice and water coverage with SA primer

B. Sealants:
   1. Concealed Applications: Non-Curing Butyl Sealant – Approved by system

manufacturer.
2. Exposed Applications: UV Resistant Tripolymer Sealant Approved by system manufacturer.

2.4 FABRICATION

A. Off-site or shop fabricate metal roofing accessories and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises.
1. Hem exposed edges of flashings.

B. Form flashing components from full single width sheet in minimum ten (10) foot lengths.
1. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.

C. Fabricate all roofing and related sheet metal work in accordance with approved shop drawings and applicable NRCA standards.

2.5 METAL ROOFING ACCESSORIES

A. SS Sheet Stock: High gloss, factory painted aluminum .040 or .050 nom
1. Material and Thickness: Same as specified field panel.
2. Sourced from the same Manufacturer or the metal roof assembly

B. S-5! Snow Retention System: Compatible with and sourced from the Manufacturer of metal panel systems.

C. Snow Guard:
1. 6005-T5 aircraft grade aluminum.

2.6 COLOR OPTIONS

A. Standard collection:
1. TBD by Architect and Owner

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive metal roofing. Notify the Architect in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.

B. Structural Deck Substrate:

1. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped.
2. Verify deck is dry and joints are solidly supported and fastened.
3. Verify wood nailers are installed and correctly located. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel.

C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

D. Correct defective conditions before beginning work.

3.2 INSTALLATION

A. Install in conformance with the NRCA Roofing and Waterproofing Manual and Manufacturers installation requirements.

B. Form panel shape as indicated on Drawings, accurate in size, square, and free from distortion or defects.

C. Install new wood blocking at roof penetrations and roof perimeters, as required to properly terminate the new roofing and flashing systems.

D. Install temporary roof system as needed to ensure roof area remains watertight during metal roof system installation.

E. General Installation Scope:
1. Prime gypsum substrate at .5gal/sq. with SA primer
2. Install .45 mil, 100% HT SA Ice and water over decking substrate
3. Attach hat channels or zee purlins at required by wind up-lift calculations
4. Install Standing Seam Metal Roof System per wind up-lift requirements and manufacturer shop drawings.

F. Install specified flashing system(s) at vent pipes, unit curbs and roof perimeters.

G. Install specified gutter, called for snow retention and accessories of system where required and called for on drawings.

H. Clean and restore all areas affected by work.

I. Coordinate with installation of rigid board insulation as specified in Section 07200.

J. Install all panels continuous from ridge to eave. Transverse seams are not permitted.

K. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.

L. Installation of Roof Panels: Due to the symmetrical design of the specified panel

system start from the middle of the roof and work toward each end.

M. A hand crimping tool is used to crimp the cap around the top of two adjacent panels Caps shall then be permanently seamed with manufacturer's mechanical seamer.
   1. At the end of each day's work, seam caps shall be mechanically seamed or hand crimped (crimp 4 inches every 8 feet) to reduce the possibility of wind damage prior to completion of the project.

N. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.

O. Where not otherwise indicated conform to SMACNA details including flashings and trim.

P. Install sealants where indicated to clean dry surfaces only without skips or voids.

Q. Install metal edge treatment, specified gutter, called for snow retention and accessories in accordance with the manufacturer's instructions and the approved shop drawings.

R. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

A. Protect installed products until completion of project.

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

3.4 FIELD QUALITY CONTROL

A. Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.

B. Inspection: When the project is in progress, the roofing system manufacturer will provide the following: Provide a final inspection upon completion of the Work.
   1. Report progress and quality of the work as observed.
   2. Provide job site inspections a minimum of four-times per week, at no additional cost to the building Owner or Contractor.
   3. Field observations shall be performed by a Manufacturer’s Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
   4. The field observer must possess roofing field and technical experience with the roof system manufacturer. Roof system manufacturer must provide a written

letter, signed by a corporate officer, that the required inspector meets the above referenced criteria.

5. Provide weekly inspection and progress reports to the Owner and Architect. Progress reports must include digital photographic documentation and a summary of the daily work progress. Progress reports must be made available to the Owner via a password secure on-line database
6. Warranty shall be issued upon manufacturer's acceptance of the installation.
7. Provide observation reports from the Manufacturer's Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
8. Provide a final report from the Manufacturer's Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

C. Perform field inspection and testing as required by the specifications and Architect.

D. Contractor to correct defects or irregularities discovered during field inspection.

END OF SECTION 074100

SECTION 07 62 00
EDGE METAL, SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Provide all labor, equipment, and materials to fabricate and install the following.
   1. Edge strip and flashing
   2. Fascia, gutters and downspouts
   3. Fascia and edge material
   4. Reglet flashings

B. American Society for Testing and Materials (ASTM)
   1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
   2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
   3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
   4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
   5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

C. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)
   1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal

D. Warnock Hersey International, Inc., Middleton, WI (WH)

E. Factory Mutual Research Corporation (FMRC)

   a. FM 1-49 Loss Prevention Data Sheet

F. Underwriters Laboratories (UL)

G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
   1. 1993 Edition Architectural Sheet Metal Manual

H. National Roofing Contractors Association (NRCA)
   1. Roofing and Waterproofing Manual

I. American Society of Civil Engineers (ASCE)
   1. ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.4 SUBMITTALS FOR REVIEW

A. Product Data:
   1. Provide manufacturer's specification data sheets for each product.
   2. Metal material characteristics and installation recommendations.
   3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.

B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.

C. Shop Drawings
   1. For manufactured and ANSI/SPRI ES-1 compliant shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
   2. Indicate material profile, jointing details, fastening methods, flashing, terminations, and installation details.
   3. Indicate type, gauge and finish of metal

D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.5 SUBMITTALS FOR INFORMATION

A. Design Loads: Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the wind uplift and perimeter attachment requirements according to ASCE 7 and that the submitted equal edge metal system is compliant with the ANSI/SPRI ES-1 standard. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

B. Factory Mutual Research Corporation's (FMRC) wind uplift resistance classification: The roof perimeter flashing shall conform to the requirements as defined by the FMRC Loss Prevention Data Sheet 1-49.

C. A letter from the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.

D. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.

E. Certification of work progress inspection. Refer to Quality Assurance Article below.

F. Certifications.
   1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
   2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.6 CONTRACT CLOSEOUT SUBMITTALS

A. General: Comply with Requirements of Section 01 78 00 – Closeout Submittals

B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.

D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.

B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.

C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.

D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative and Architect reserves the right to inspect fabrication facilities in determining qualifications.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.9 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AN DPERFORMANCE CRIERIA

A. Thermal expansion and contraction:
   1. Completed metal edge flashing system, shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES

A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.
   1. Pre-finished metal material shall require a written thirty (30)- year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.
3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Sections.

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements.
1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section.
2. Include a list of three (3) projects of similar type and extent, located within a 10 mile radius from the location of the project. In addition, the three projects must be ut least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon roofing systems engineered and manufactured by

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com or Approved Equals

2.3 MATERIALS

A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-Mer Force flash less metal edge system manufactured by The Garland Company, Cleveland, OH, and shall form the basis of the contract documents.

B. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

C. Finishes

1. Exposed surfaces for coated panels:
   a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

PROPERTY	TEST METHOD	FLUOROCARBON*
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 NCCA II-19	O-T

Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse Impact	ASTM D2794	no cracking or loss of adhesion
Nominal Thickness	ASTM D1005	
Primer		0.2 mils
Topcoat		0.7 mils min
Clear Coat (optional, only to be used with 22 gauge steel)		0.3 mils

b. Color shall be choice of Town of Putnam

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mil

2.4 RELATED MATERIALS AND ACCESSORIES

A. Metal Primer: Zinc chromate type.

B. Plastic Cement: ASTM D 4586

C. Sealant: Specified in Section 07 92 13 or on drawings.

D. Underlayment: ASTM D2178, No 15 asphalt saturated roofing felt.

E. Self-Adhering Underlayment, one of the following:

1. 40 mil minimum transition strip

2. 60 mil minimum transition strip

3. 45 mil high temperature underlayment with cross laminated polymer surface

F. Slip Sheet: Rosin sized building paper.

G. Fasteners:
   1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
   2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.

H. Gutter and Downspout Anchorage Devices: Material as specified for system

PART 3 – EXECUTION

3. EXECUTION, GENERAL

A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

4. PROTECTION

A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

5. GENERAL

A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.

B. Fastening of metal to walls and wood blocking shall comply with building code standards.

C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.

D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

6. INSPECTION

A. Verify that curbs are solidly set and nailing strips located.

B. Perform field measurements prior to fabrication.

C. Coordinate work with work of other trades.

D. Verify that substrate is dry, clean and free of foreign matter.

E. Commencement of installation shall be considered acceptance of existing conditions.

7. MANUFACTURED SHEET METAL SYSTEMS

A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.

B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. refer to Source limitation provision in Part 1.

8. SHOP-FABRICATED SHEET METAL

A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

B. Hem exposed edges.

C. Angle bottom edges of exposed vertical surfaces to form drip.

D. Lap corners with adjoining pieces fastened and set in sealant.

E. Form joints for gravel stop fascia system, coping cap with a 3/8" opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.

F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

9. FLASHING MEMBRANE INSTALLATION

A. Gutters
   1. Install 8" high back box gutter on ice and water shield. Second layer of ice and water shield installed on top of high back gutter. Top flange of high back gutter to extend minimum 8" on to sloped roof.
   2. Install gutters straps at a maximum 2'-0" o.c.
   3. Replace vertical leaders as necessary to install new gutters and connect to existing vertical rainwater leaders. New leaders to match existing.

10. CLEANING

A. Clean installed work in accordance with the manufacturer's instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

11. CONSTRUCTION WASTE MANAGEMENT

    A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

12. FINAL INSPECTION

    A. At completion of installation and associated work, meet with Contractor, installer of associated work, Owner, Architect and roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

    B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

    C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

    D. Notify Architect and Owner upon completion of corrections.

    E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

    F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

13. DEMONSTRATION AND TRAINING

    A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
        1. Troubleshooting procedures
        2. Notification procedures for reporting leaks or other apparent roofing problems
        3. Maintenance
        4. The Owner's obligations for maintaining the warranty in effect and force
        5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION 07 62 00

SECTION 07 72 53
SNOW GUARDS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. SNOW GUARDS

1. Install new gusseted snow guards directly to the roof deck where indicated on drawings.

2. Provide appropriate snow guard and fasteners for the roof system.

3. Replace deteriorated, broken or missing snow guards.

B. RELATED SECTIONS

Related Sections: The following sections contain requirements that relate to this section.

1. Section 07 31 13.13 – Fiberglass Reinforced Asphalt Shingles
2. Section 07 62 00 – Sheet Metal Flashing and Trim

1.2 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 31 13

B. Review installation procedures and coordination required with related work.

1.3 SYSTEM DESCRIPTION

A. COMPONENTS:

1. PRO#100 snow guard system consists of individual metal snow guard show with a reinforcing gusset and a slotted strap assembly.

2. Fasteners

   a. To be of metal compatible with snow guards.

   b. Fasteners should be selected for compatibility with the roof deck.

c. Fastener strength should exceed or be equal to that of the snow guard system.

3. Sealant (if required by roof manufacturer). To be roof manufacturer approved.

B. DESIGN REQUIREMENTS:

1. Spacing to be recommended by manufacturer or building engineer.

2. Minimum 2 fasteners per snow guard.

3. It is important to design new structures or assess existing structures to make sure that they can withstand retained snow loads.

1.4 SUBMITTAL

A. Submit manufacturer's specifications, standard detail drawings, and recommended layout and installation instructions.

1.5 QUALITY ASSURANCE

A. Installer to be experienced in the installation of specified roofing material and snow guards for no less than 5 years in the area of the project.

1.6 DELIVERY / STORAGE / HANDLING

A. Inspect material upon delivery. Notify manufacturer within 24 hours of any missing or defective items. Keep material dry, covered and off the ground until installed.

PART 2 – PRODUCTS

2.1 MANUFACTURER

A. Berger Building Products, Inc. 805 Pennsylvania Blvd.; Feasterville, PA 19053; Tel: 800-523-8852; Email: Info@BergerBP.com Web: www.bergerbp.com

2.2 MATERIALS

A. Stainless Steel : Shoe: 0.050”, Gusset: 0.080”, Strap: 0.080”, Rivet: flat head 11/32”

2.3 PRODUCT

A. Snow guard equal to Berger Building Products, Inc. PRO-100 snow guard; model SCSP100

PART 3 – EXECUTION

3.1 EXAMINATION

A. Substrate

1. Inspect structure on which snow guard system is to be installed and verify that it will withstand any additional loading that it may incur. Notify general contractor of any deficiencies before installing Berger snow guards.

2. Verify that roofing material has been installed correctly prior to installing snow guards.

3.2 INSTALLATION

A. Comply with architectural drawings and snow guard manufacturer’s recommendations for location of system. Comply with manufacturer's written installation instructions for installation and layout.

END OF SECTION

SECTION 07 92 13
JOINT SEALERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes surface preparation, joint sealing, sealants and joint backing.

B. Related Sections: The following sections contain requirements that relate to this section.

1. Section 07 41 00 - Standing Seam Metal Roof Panels
2. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 REFERENCES

A. American Society for Testing and Materials, ASTM.

1. ASTM C920 Specification for Elastomeric Joint Sealants.

1.4 SUBMITTALS

A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

B. Provide sample installation on site for Architect's inspection and approval.

C. Certificates: Upon completion of work, furnish written statement signed by the

Contractor, applicator, and manufacturer stating sealant application complies with drawings, specifications, and manufacturer's recommendations and was proper and adequate for conditions requiring sealant.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver sealants and related accessories in factory sealed, unopened containers bearing manufacturer's name, batch number, and product designation.

B. Storage: Store in unopened containers. Follow manufacturer's recommendations for storage temperature and shelf life.

C. Handling: Follow manufacturer's recommendations for handling product containing toxic materials. Keep flammable materials away from heat, sparks, and open flame. Use recommended solvents and cleaning agents for cleaning tools, equipment, and skin.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 PROTECTION

A. Use masking tape where required to control lap of materials on adjacent surfaces and remove upon completion.

PART 2 PRODUCTS

2.1 MATERIALS

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint fillers.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color

of contacting surfaces.

2.2 MANUFACTURER

A. All sealants and accessory parts shall be as manufactured by Pecora Corp.

B. Substitutions: As approved by Architect

2.3 MATERIALS:

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint filler.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces

B. ELASTOMERIC SEALANTS

1. Sealant Type 1: Multi-component acrylic latex sealant; comply with ASTM C-834-95: Pecora AC-20 + Silicone.
2. Sealant Type 2: Two-part Polyurethane sealant; comply with Fed Spec TT-S-00227E, Class A, Type II: ASTM C-920, Type M, Grade NS, Class 25, Use M: Pecora Dynatrol II

2.4 ACCESSORIES

A. Primers, sealers, surface conditioners and solvents: As recommended by sealant manufacturer to suit application. Sealants shall be non-staining. Solvents shall be residue free

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width. Incompressible materials or acrylic-, asphalt-, oil-, or solvent containing materials will not be

permitted.

D. Bond Breaker: Polyethylene film, pressure sensitive tape recommended by sealant manufacturer to suit application.

E. Rags: Dry cleaned white cotton.

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect joints and spaces to receive sealant and verify the following:

1. Verify substrate surfaces and joint openings are ready to receive work.
2. Verify surfaces are free from bituminous materials, from release agents, bond breakers, deleterious curing compounds, water repellants, or other surface treatments.
3. Verify metallic surfaces are free from rust, mill, scale, coatings, oil and grease
4. Verify removal of protective materials from aluminum surfaces.
5. Verify concrete, plaster, or masonry surfaces have properly cured.
6. Verify joints and spaces requiring sealing are at correct or normal width.
7. Verify joint backing and release tapes are compatible with sealant.

B. Do not start application until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Cleaning

1. Remove loose materials and foreign matter which might impair adhesion of sealant.
2. Clean and prime joints.
3. Perform preparation in accordance with ASTM C 1193.

B. Remove moisture.

C. Verify proper surface and ambient temperatures.

D. Primers.

1. Make preliminary tests to insure primers will not stain exposed materials or deteriorate back up material.
2. Prime surfaces immediately prior to sealing
3. Prime concrete, stone, copper, steel and masonry surfaces before installing sealant.

E. In all other respects, prepare surfaces in accordance with manufacturer's recommendations.

3.3 INSTALLATION

A. Perform installation in accordance with ASTM C 1193.

B. Perform acoustical sealant application work in accordance with ASTM C 919.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install bond breaker where joint backing is not used, or where required to confine adhesion of sealant to surface materials.

E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

G. Tooling:

1. Using tooling agent recommended by sealant manufacturer. Neatly tool joints to compress material, improve adhesion to surfaces joined, and achieve slightly concave surface.

2. Repair air pockets exposed by tooling.
3. Use masking tape where required to facilitate tooling and remove upon completion.

3.4 APPLICATION, PENETRATION SEAL

A. Installation: Comply with the manufacturer's written instructions to properly form and dam penetration openings to produce a tight foamed in place penetration seal. After curing inspect for tightness of seal. Make necessary repairs.

B. Provide penetration seals at mechanical and electrical duct, pipe and conduit penetrations through floor slabs.

3.5 PATCHING

A. Patch or replace defective and damaged sealants as directed by the Architect.

3.6 CLEANING

A. Clean adjacent surfaces soiled in applying sealants in accordance with sealant manufacturer's recommendations.

B. Remove wet material from adjacent surfaces before it has set.

C. Do not use cleaning agents.

3.7 SCHEDULE

A. Sealant Joints:

1.	Wet areas	Sealant #1
2.	Joints in finish carpentry and trim:	Sealant #2
3.	Metal/metal joints:	Sealant #2
4.	Masonry joints:	Sealant #2
7.	Concrete joints:	Sealant #2
5.	Metal/masonry joints:	Sealant #2
6.	Metal/gypsum board joints:	Sealant #2
7.	Metal/wood joints:	Sealant #1

8. Interior joints for paint finish: Sealant #1
9. Exterior wall seismic & expansion joints: Sealant #2

END OF SECTION

SECTION 22 01 12
TEMPORARY MECHANICAL DISCONNECTS AND RECONNECTS

PART I GENERAL

1.1 Related Documents

A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

A. Temporarily remove roof mounted HVAC equipment, as required. Install wood blocking, curbs, sleepers, roofing and flashing as required, and reinstall equipment.

1.3 Special Provisions

A. The Contractor shall employ mechanics proficient and/or licensed if applicable, in the trades involved.

B. The Contractor shall disconnect mechanical equipment only when performing roofing work in the immediate area of the equipment.

C. Each unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.

D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be through.

1.4 Testing

A. Prior to commencing roof work, The Contractor shall test mechanical units in the presence of the Owner's Representative.

B. Deficiencies in operation including unusual noises, will be noted in writing shall become a matter of record.

C. Upon completion of the reinstallation of each unit, it shall be retested by the The Contractor at his expense.

D. Any deficiencies which were not noted in the initial testing shall be corrected by The Contractor at his expense.

PART II PRODUCTS

2.1 Replacement Parts

A. Any replacement parts or additional materials needed due to changes in curb or Sleeper heights shall be as recommended by the manufacturer of the mechanical unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

B. The Contractor shall be responsible to provide replacement parts as required at their own expense.

PART III EXECUTION

3.1 Job Conditions

A. After disconnection, move units a sufficient distance to permit the installation of roofing and flashing materials.

B. After new roofing is installed, reinstall units as shown, modifying conduit and cable as necessary. Units are to be reinstalled immediately upon completion of new roofing installation at each area that existing units are in place.

C. Provide plywood traffic ways for moving units. If mechanical contrivance of wheeled "A" frame-type hoists are used, plywood shall be placed under the equipment for its full route of movement. B Plywood shall be a minimum of 5/8" thick.

END OF SECTION

SECTION 26 01 12
TEMPORARY ELECTRICAL DISCONNECTS AND RECONNECTS

PART I GENERAL

1.1 Related Documents

A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

A. Temporarily disconnect electrical feed to each roof top HVAC unit and other necessary equipment including satellite antenna.

B. Inspect and repair existing power lines.

C. Fabrication, installation and flashing of equipment supports.

D. Reconnection of electrical feed upon completion of new roofing and related sheet metal.

1.3 Special Provisions

A. The Contractor shall employ mechanics licensed in the electrical trade.

B. The Contractor shall disconnect electrical equipment or feeds only when performing roofing work in the immediate area of the equipment or feed.

C. Each feed or unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.

D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be given through

1.4 Testing

A. Prior to commencing roofing work, The Contractor shall test circuits in the presence of the Owner's Representative.

B. Deficiencies in operation will be noted in writing and shall become a matter of record.

C. Upon completion of the reconnection of each item or circuit, it shall be retested by The Contractor in the presence of the Owner's Representative.

D. Any deficiencies which were not noted in the initial testing shall be corrected by The Contractor at his expense.

PART II PRODUCTS

2.1 Replacement Parts

A. Any replacement parts or additional materials shall be as recommended by the manufacturer of the unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

PART III EXECUTION

3.1 Job Conditions

A. Do not disconnect electricity without permission of the Owner's representative.

B. Disconnection shall be performed only after new roof and flashing materials are available to complete the operation.

C. Locate penetrations in roof system such that tripping hazards are minimized.

END OF SECTION