Volume 1 of 1
Project Manual
ISSUED FOR BID

Lillie B. Haynes Elementary School Roof Replacement
29 Society Road
Niantic, CT 06357
Project No.: 045-0064-RR

Owner:
Town of East Lyme
East Lyme Public Schools
165 Boston Post Road
P.O. Box 220
East Lyme, CT
06333-0176

Prepared By:
Lothrop Associates Architects D.P.C.P.C
333 Westchester Ave.
White Plains, NY 10604

Project Manual Date: March 02, 2026

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Minimum Rates and Classifications
for Building Construction

ID#: 26-2467

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: Project Town: East Lyme
State#: FAP#:
Project: Lillie B. Haynes Elementary School: Roof Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	48.81	34.05
2) Boilermaker	50.21	30.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	45.56	36.94 + a
3b) Tile Setter	43.0	34.75
3c) Tile and Stone Finishers	36.0	29.43
3d) Marble & Terrazzo Finishers	35.7	29.73
3e) Plasterer	44.52	29.63

3f) Terrazzo Mechanics & Marble Setters	40.6	39.93
------LABORERS------		
4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	35.7	28.85
4) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	35.95	28.85
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	36.2	28.85
4c) **Group 4: Pipelayers: Licensed P6 -P7 (one or two employees of the total crew who primary task is to perform mating of pipe sections).	36.7	28.85
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	36.45	28.85
4e) Group 6: Blasters, nuclear and toxic waste removal.	38.7	28.85
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	38.7	28.85
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	36.2	28.85
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	35.7	28.85

4i) Group 10: Traffic Control Signalman	21.42	28.85
4j) Group 11: Toxic Waste Removers A or B With PPE	38.7	28.85
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	42.03	29.19
5a) Millwrights	43.25	29.13
5b) Carpenter - Welder	42.53	29.19
5c) Carpenter: Working with creosote lumber or acid	43.03	29.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	46.4	36.66+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	69.55	38.985+a+b
-----OUTSIDE LINE CONSTRUCTION----		
Groundman	32.1	13.95
Linemen/Cable Splicer	58.37	33.94
8) Glazier (Trade License required: FG-1,2)	43.13	26.50+ a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer)	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	49.77	29.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a
Surveyor: Instrument Man	42.73	29.80 + a
Surveyor: Rodman or Chainman	36.78	29.80 + a
------PAINTERS (Including Drywall Finishing)------		
10a) Brush and Roller	39.57	26.50
10b) Taping Only/Drywall Finishing	40.32	26.50
10c) Paperhanger and Red Label	40.07	26.50
10d) Spray	42.57	26.50
10e) Spray Helper	40.57	26.50
10f) Blast	44.57	26.50

10g) Blast Helper	40.57	26.50
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	50.58	36.30
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	45.15	23.44
14) Roofer (slate & tile)	45.65	23.44
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	44.7	44.38
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	50.58	36.30
------TRUCK DRIVERS------		
17) Block Truck	37.48	32.68 + a
17a) 2 Axle	36.16	32.68 + a
17ab) Helpers	34.66	32.68 + a
17b) 3 Axle, 2 Axle Mixer	36.27	32.68 + a
17c) 3 Axle Mixer	36.33	32.68 + a

17d) 4 Axle	36.39	32.68 + a
17e) 4 Axle Mixer	37.19	32.68 + a
17ef) 5 Axle	36.39	32.68 + a
17eg) 5 Axle Mixer	37.19	32.68 + a
17f) Heavy Duty Trailer (40 Tons and Over)	38.66	32.68 + a
17g) Euclids and Semi-Trailer	36.44	32.68 + a
17h) Heavy Duty Trailer up to 40 tons	37.39	32.68 + a
17i) Snorkle Truck	36.54	32.68 + a
17j) Swivel Dump and Tack Truck	36.39	32.68 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	53.76	33.44 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

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

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

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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

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

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

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

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

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

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END OF SECTION

SECTION 000115
LIST OF DRAWINGS

THE LIST OF DRAWINGS DATED MARCH 2, 2026, INDICATED BELOW CONTAIN, IN ADDITION TO THE WORK OUTLINED IN THE SPECIFICATIONS SECTIONS OF THE PROJECT MANUAL, INFORMATION REQUIRED TO PERFORM THE WORK OF THE CONTRACT.

LIST OF DRAWINGS:

ARCHITECTURAL

TOWN OF EAST LYME, EAST LYME PUBLIC SCHOOLS LILLIE B. HAYNES ELEMENTARY SCHOOL ROOF REPLACEMENT, 29 SOCIETY ROAD NIANTIC, CT 06357, MARCH 2, 2026 ISSUED FOR BID, PROJECT NO: 045-0064-RR, ARCHITECT: LOTHROP ASSOCIATES ARCHITECTS D.P.C.P.C. 333 WESTCHESTER AVENUE, WHITE PLAINS, NY 10604

NUMBER	TITLE	DATE
A000	COVER SHEET	MARCH 2, 2026
A001	ROOF KEY PLAN	MARCH 2, 2026
A030	SITE PLAN	MARCH 2, 2026
A101.1	ROOF DEMOLITION PLAN – A	MARCH 2, 2026
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A502	ROOF DETAILS	MARCH 2, 2026
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A505	ROOF DETAILS	MARCH 2, 2026
A506	ROOF DETAILS	MARCH 2, 2026

END OF SECTION 000115

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LEGAL NOTICE

INVITATION TO BID
Town of East Lyme
East Lyme Public School District
Lillie B. Haynes Elementary School Roof Replacement
Invitation to Bid # 2026-02
State Project No. 045-0064-RR

The Town of East Lyme ("Town"), through the East Lyme School Building Committee ("ELSBC") is soliciting sealed bids from responsible qualified contractors for construction and related services for roof replacement and associated work at the Lillie B. Haynes Elementary School (the "Property") located at 29 Society Road, Niantic, Connecticut 06357 (the "Project"). Bidders are required to be pre-qualified by the Connecticut Department of Administrative Services ("DAS") for work in the "roofing" prequalification classification.

Sealed bids with the words "**SEALED BID – LILLIE B. HAYNES ROOF REPLACEMENT PROJECT – BID# 2026-02**" and the bidder's name and address all clearly marked on the outer envelope, must be received by received by the ELSBC at the office of the Director of Facilities and Technology of The East Lyme Public School District Central Office Building, 165 Boston Post Road, East Lyme, CT 06333, no later than **2:00 p.m. EST on Tuesday, April, 7, 2026,** at which time bids received will be publicly opened and read aloud. In the event of the closure of the East Lyme Public Schools Central Office Building on **Tuesday, April 7, 2026,** bids will be opened and read aloud at 2:00 p.m. EST on the next business day that the Central Office Building is open. Any bid received after the time and date specified shall not be considered. Bid submissions must be delivered in hard copy by mail, or by hand delivery, and shall include an original and three (3) copies.

The Work for the Project generally consists of roof replacements of the existing built-up roof systems with modified bituminous membrane roofing system at all areas as shown on the Bidding Documents for the Project.

The Invitation to Bid, Instructions to Bidders, drawings, specifications, and other Bidding Documents (as defined in the Instructions to Bidders) may be accessed on the Department of Administrative Services (DAS) website ttps://portal.ct.gov/das/ctsource/bidboard under the State Procurement Marketplace, State Contracting Portal ("DAS Website"). To access the documents, click on the Contracting Organization, "East Lyme, Town of" and "East Lyme, Public Schools." Bidding Documents will also be available on the East Lyme Public School District website at https://www.eastlymeschools.org/departments/business/purchasing-bids-and-rfps-clone-2025 ("District Website"). Each bidder is responsible for checking the District Website and/or the DAS Website to determine if any addenda to the Bidding Documents have been issued. Electronic copies of the Bidding Documents may be also be obtained by interested bidders by written request submitted via email to Diane Nazarko at Diane.Nazarko@elpsk12.org.

A Mandatory Pre-bid Project site visit will be conducted at the Project site on **Thursday, March, 19** at **10:00 AM**, at the Lillie B. Haynes Elementary School located at 29 Society Road, Niantic, Connecticut 06357, for all interested bidders. The Project site visit will begin at the main entry of the school building. Please confirm attendance at the site visit and request instructions for the site visit by email to Diane Nazarko at Diane.Nazarko@elpsk12.org.

Any questions and official Requests for information (RFI) by interested bidders regarding this Invitation to Bid shall be submitted in writing in accordance with the Instruction to Bidders and other Bidding Documents. Please see the Instruction to Bidders and other Bidding Documents for details regarding bid questions and/or RFIs.

Except as otherwise expressly provided in the Instructions to bidders, a Bid Bond in an amount equal to ten percent (10%) of the total Bid amount must be submitted with each Bid. The selected contractor shall be required to provide performance and labor and material payment bonds each in the amount of the total contract price.

This Project is subject to the prevailing wage law requirements of Connecticut General Statutes (CGS) Section 31-53, et seq. Current prevailing wage rate information is included with the Bidding Documents.

This contract is partially funded by a Non-Priority List school building project grant from the State of Connecticut under the Department of Administrative Services ("DAS") school construction grant program for public schools. This Project is subject to the prevailing wage requirements of CGS Section 31-53, et seq. This contract is subject to state contract compliance requirements, including spending allocation goals (25% SBE and 6.25% M/W/DBE) and non-discrimination requirements enforced by the Commission on Human Rights and Opportunities.

The Town and ELSBC reserve the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies or irregularities in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Town or ELSBC, in their discretion, to be in the best interest of the Town and the East Lyme Public School District.

A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town or ELSBC to reject any or all Bids, in whole or in part. Any contract awarded in connection with this Invitation to Bid shall be awarded to the lowest responsible qualified bidder.

The Town of East Lyme and East Lyme Public School District is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) are encouraged to bid.

BID Announcement Posted
March, 12, 2026

INSTRUCTION TO BIDDERS

1. PROJECT DESCRIPTION

The Work for the Project generally consists of roof replacements of the existing built-up roof systems with modified bituminous membrane roofing system at all areas as shown on the Bidding Documents for the Project and associated work at the Lillie B. Haynes Elementary School (the "Property") located at 29 Society Road, Niantic, Connecticut 06357, and will include all labor, materials, equipment, and incidentals necessary to complete the construction of the Project in accordance with, and more particularly described in, and as may be reasonably inferable from the Bidding Documents. The specific work for this Project will be defined and included within the Contract Documents.

2. PROJECT SCHEDULE

It is anticipated that the successful bidder awarded a contract for the Project (the "Contractor") will commence construction of the Work no later than **June 16, 2026** to prepare the construction safety zones and Contractor staging areas at the Project site and that the Contractor must begin coordination and submit shop drawings and submittals for approval of ordering equipment and materials prior to that date; achieve substantial completion of the entirety of the Work no later than **August 14, 2026**; and that final completion of the Work and the entirety of Project will be achieved, including punch list and demobilization, no later than **August 22, 2026.**

The Contractor will be encouraged to commence acquisition of all materials needed to perform the Work immediately after execution of the contract for construction for the Project between the Owner and the Contractor (the "Contract" as defined in Section 14 of these Instructions to Bidders"), to ensure all materials are on hand when on site construction begins. It is anticipated that the Notice to Proceed will be issued by the Owner at the time of the Contract is awarded and executed.

The Contractor will be permitted to perform the Work at the Project site during the work hours of 0700 a.m. to 5:000 p.m., Monday through Friday, excluding holidays; provided that requests to perform the Work outside of the normal hours Work may be a requested by the Contractor and coordinated with the Owner. Construction activities will be confined to the immediate work area at the Project site only, and additional areas that may be designated by the Owner upon request by the Contractor.

Each bidder shall include as part of its Bid submission a complete and realistic proposed construction schedule, including the trades activities, equipment, and materials for the Work consistent with the Owner's anticipated schedule for the Project.

3. IMPORTANT DATES

Advertisement of Invitation To Bid:	March 12, 2026
Mandatory Project site visit with interested bidders:	March 19, 2026 10:00 a.m.
Deadline for Submission of Questions and Requests for Information:	March 25, 2026, 3:00 p.m.
Responses to Requests for Information:	By March 31, 2026 3:00 p.m.
Deadline for Bid Submission:	**Tuesday April 7, 2:00 p.m.**

Interviews of Prospective Bidders:	TBD
Selection of Successful Bidder/Letter of Intent to Award:	TBD
Contract Execution:	TBD
Commencement of Work:	June 16, 2026
Final Completion:	August 22, 2026
Submission of Final Payment Application:	August 31, 2026

4. BIDDING DOCUMENTS

The Bidding Documents shall include the Invitation to Bid, these Instructions to Bidders and all Schedules to these Instructions to Bidders listed below, all addenda issued prior to the opening of Bids, and all other documents identified as "Bidding Documents" in these Instructions to Bidders (the "Bidding Documents"). The Bidding Documents include, without limitation:

1. Advertisement for Bids/Invitation to Bid (Section 001113)
2. Instructions to Bidders (Section 002113) with included Schedules:
   - Schedule 1: Non-Collusion Affidavit
   - Schedule 2: Corporate Resolution
   - Schedule 3: List of Required Bid Submission Documents
   - Schedule 4: Standard Bid Bond Form
   - Schedule 5: Insurance Requirements
   - Schedule 6: Statement of Qualifications
   - Schedule 7: Certificate of Compliance Re Connecticut General Statutes Section 31-57b
   - Schedule 8: Form of Contract for Construction: AIA A101-2017 Agreement, as modified by the Owner
3. Bid Form (Section 004113)
4. General Conditions Section 007200 (AIA A201, as modified by Owner)
5. Prevailing Wage Rates Section 000108
6. All Specifications listed on the Table of Contents Section 000110
7. All Drawings listed on the List of Drawings Section 000115
8. All Addenda issued by the Owner and ELSBC prior to the Bid Submission Deadline

All Bidding Documents may be accessed on the Department of Administrative Services (DAS) website ttps://portal.ct.gov/das/ctsource/bidboard under the State Procurement Marketplace, State Contracting Portal ("DAS Website"). To access the documents, click on the Contracting Organization, "East Lyme, Town of" and "East Lyme, Public Schools." Bidding Documents will also be available on the East Lyme Public School District website at https://www.eastlymeschools.org/departments/business/purchasing-bids-and-rfps-clone-2025 ("District Website").

Each bidder is responsible for checking the District Website and/or the DAS Website to determine if any addenda to the Bidding Documents have been issued. Electronic copies of the Bidding Documents may be also be obtained by interested bidders by written request submitted via email to Diane Nazarko at Diane.Nazarko@elpsk12.org. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner and ELSBC assume no responsibility for errors or misinterpretations resulting from a a bidder's

use of incomplete Bidding Documents.

The Owner and ELSBC reserve the right to amend the Bidding Documents by issuance of Addendum as deemed necessary, appropriate, or otherwise in the best interest of the Owner and the East Lyme Public School District.

5. NON-COLLUSION STATEMENTS

In order for any Bid to be considered, a non-collusion affidavit must be submitted with the Bid. A sample non-collusion affidavit is included as part of the Bidding Documents attached, provided, bidders may elect to submit their own notarized non-collusion affidavit.

6. PROJECT PRICING – LUMP SUM AND UNIT PRICE WORK

The compensation to be paid to the Contractor for the performance of the Work for the Project shall be based on a lump sum price. Town of East Lyme permit fees are waived. However, as the Work progresses, the Owner or the Contractor may identify additional Work or repairs required for the Project, as noted. On the each bidder's Bid Form, the bidder shall provide a lump sum price for the designated Work as the Base Bid Amount, unit prices for possible additional work that may be identified during the course of construction of the Project as the Unit Price Bid Amounts, as well as Allowance Bid Amounts and Alternates Bid Amounts for the Work as set forth on the Bid Form. The selected Contractor shall not conduct any additional work or Unit Price Work without prior approval written approval of the Owner.

7. CHANGE ORDERS

Any deviations from, additions to, or deductions from either scope of the Work under the Contract or the Contract Sum thereunder, or changes in the scope of the Work involving unit price work items, shall be submitted by the selected Contractor to the Owner in accordance with Contract and the Contract Documents. All changes in scope of Work involving unit price work items shall be governed by the Unit Price Bid Amounts established the Contract between the Owner and the Contractor. Refer to the General Conditions Section 007200 and Section 012600 "Contract Modification Procedures".

8. RETAINAGE

Retainage in the amount of five percent (5%) shall be withheld by the Owner from all progress payments, and five percent (5%) of the final contract price for a period not to exceed ninety (90) days after the date of final acceptance of the Project by the Owner.

9. BID SUBMISSIONS

A. Sealed bids with the words "**SEALED BID – LILLIE B. HAYNES ROOF REPLACEMENT PROJECT – BID# 2026-02**" and the bidder's name and address all clearly marked on the outer envelope, must be received by received by the ELSBC at the office of the Director of Facilities and Technology of The East Lyme Public School District Central Office Building, 165 Boston

Post Road, East Lyme, CT 06333, no later than **2:00 p.m. EST** on **Tuesday, April 7, 2026** ("**Bid Submission Deadline**"), at which time bids received will be publicly opened and read aloud. In the event of the closure of the East Lyme Public Schools Central Office Building on **Tuesday, April 7, 2026,** bids will be opened and read aloud at 2:00 p.m. EST on the next business day that the Central Office Building is open. Any bid received after the time and date specified shall not be considered. Bid submissions must be delivered in hard copy by mail, or by hand delivery, and shall include an original and three (3) copies. Bids received after the Bid Submission Deadline (as it may be adjusted by Addenda) will not be considered and will be returned unopened.

B. Bid submissions must be enclosed in a sealed envelope addressed as described above, and clearly marked "**SEALED BID – LILLIE B. HAYNES ROOF REPLACEMENT PROJECT – BID# 2026-02**"along with name of the bidder and their address clearly marked on the outer envelope. All Bids must be submitted on forms included or identified in these Instructions to Bidders or the other Bidding Documents. The Owner reserves the right to reject any Bid submission which reflects omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind. All blank spaces in the Bid Form included in the Bidding Documents a Section 004113 - Bid Form, must be filled in (typed or printed in ink) completely, correctly and legibly, and all prices and quantities must be inserted where indicated. If any price or quantity is omitted, the Bid may be rejected. "Ditto" marks are not considered writing or printing and shall not be used. All Bids must be based on the exact materials and/or equipment specified in the Bidding Documents and referenced on the Bid Form. Bids containing different materials or equipment models than those specified will be considered non-responsive. A properly authorized representative of the bidder must sign the Bid submission where indicated. If the proposal is made by an individual, the individual's name and mailing address must be listed. If made by a partnership, limited liability company or a corporation, the Bid must be signed by an official of the partnership, limited liability company or corporation authorized to sign contracts, and must reflect the mailing address of the partnership, limited liability company or corporation. Bids may not be submitted and will not be accepted if made orally (e.g. via telephone), by facsimile, or by e-mail bids.

   Bidders are encouraged to "double check" and verify all pricing submitted as part of their Bid. An award of the contract to the selected Contractor based on unit prices or other pricing submitted by a bidder in error, will be nonetheless be deemed by the Owner to be a firm Bid by the bidder. "Adjustments" to correct any errors in Bid pricing may not be made to any Bid after the Bid is opened.

C. All Bid submissions must include one (1) original, three (3) paper copies of the documents listed on **Schedule 3 - List of Required Bid Submission Documents**. Any Bid which fails to include all the required documents and information may be deemed non-responsive and invalid.

D. All Bids must be submitted in the form and manner required by the Bidding Documents. Any Bid not submitted in the form and manner required by the Bidding Documents, or Bid which contains information, statements, conditions, or qualifications which place conditions or qualifications on a Bid for purposes of making an award of the Contract, or Bid which purports to alter any Bid Form

terms, conditions, specifications, or forms that are part of the Bidding Documents, or Bid which fails to comply with all applicable legal requirements, shall be deemed non-responsive and invalid. Any Bid that does not fully respond to and comply with all requirements of the Bidding Documents for the submissions of Bids, may be deemed non-responsive and rejected by the Owner. The Owner and ELSBC shall not be responsible for any errors or omissions of any bidder in their Bid.

E. The Owner and ELSBC reserve the right to reject any Bid in which unit prices or other pricing are, in the sole opinion of the Owner and ELSBC, unbalanced.

10. QUESTIONS, INTERPRETATIONS & ADDENDA

Any questions and requests for interpretation or information (collectively, "RFIs") from any prospective bidder regarding the Invitation to Bid, these Instructions to Bidders, or other Bidding Documents, must be submitted in writing and, to be given consideration, must be received no later than later than 3:00 p.m. EST, on Wednesday, March 25, 2026. Responses to all RFIs will be provided by written Addenda to the Bidding Documents. Addenda including such responses will be published on the DAS Website and the District Website no later than 3:00 p.m. EST, on Tuesday, March 31. Addenda, once published, will become a part of the Bidding Documents.

RFIs shall be submitted in writing via e-mail to shall be submitted in writing via email to Diane Nazarko, East Lyme Public School District Project Manager at Diane.Nazarko@elpsk12.org, no later than later than later than 3:00 p.m. Wednesday, March 25, 2026, to be considered. RFIs that are not submitted in accordance with this Section 10 will not be answered. RFIs answered other than by formal written Addenda published in accordance with this Section 10 will not be binding on the Owner and will be without legal effect.

EX-PARTE COMMUNICATION: To ensure the bidding process for the Project is accordance with applicable law, the Owner prohibits ex parte communication between any prospective bidder or bidder with any officer, consultant or employee of the Owner, ELSBC, East Lyme Public School District, or East Lyme Board of Education involved in the evaluation of Bids or award of the Contract to the selected Contractor which relates to the Bidding Documents or the Project, other than communications for the submission of an RFI, from the date of the Invitation to Bid until a decision to award a contract in connection with the Invitation to Bid (or to award no contract) has been made. Prohibited ex parte communications may be grounds for disqualifying the offending bidder from consideration of their Bid.

Addenda to the Bidding Documents will be issued by the Owner in accordance with the timeline included in Section 3, above, as it may be adjusted in the discretion of the Owner. Addenda will become part of the Bidding Documents on the date published. It is the responsibility of each prospective bidder to check the DAS Website and the District Website from time to time to confirm whether any Addenda have been published. Lack of knowledge of a bidder of any Addenda that have been published as described above, shall not relieve the bidder from its obligations under its Bid submission.

Each bidder shall confirm in writing as required on the Bid Form submitted as part of its Bid that the

bidder is aware of and has reviewed all Addenda issued.

11. SITE CONDITIONS/PRE-BID PROJECT SITE VISIT

A mandatory pre-bid Project site visit will be conducted at the Project site **at 10:00 a.m., on Thursday, March 19, 2026**, at the Lillie B. Haynes Elementary School located at 29 Society Road, Niantic, Connecticut 06357, for all interested bidders. The site visit will begin at the main entry of the school building. Interested parties should meet at the entrance of the school building at the security desk to sign in and collect temporary badges. Visitor parking spaces are available. No visitors will be allowed on the school Property without an escort. No bid shall be considered responsive by the Owner unless the bidder shall have attended the mandatory pre-bid Project site visit.

Each bidder shall fully inform themself prior to bidding as to the existing conditions for the Project site. By submission of its Bid, each bidder represents that the bidder has: (i) made an examination of the Project Site; (ii) satisfied itself as to actual conditions of the Project Site and the requirements and scope of the Work required to be performed for the Project; (iii) considered Federal, State and local laws and regulations that may affect cost, progress, performance or furnishing of the work for the Project; and (iv) reviewed and become thoroughly familiar with the Bidding Documents including, without limitation, the Drawings and Specifications for the Project included in the Bidding Documents.

12. MODIFICATIONS/WITHDRAWALS OF BIDS

Bid Withdrawal: Bids may be withdrawn at any time prior to the Bid Submission Deadline (as it may be adjusted by Addenda), by submitting a written request to withdraw to Dr. Christian R. Lund, Director of Facilities and Technology, East Lyme Public School District. Upon receipt of such request, if timely, the original Bid will be made available, unopened, to the bidder at the Office of the Director of Faclities and Technology. Bids withdrawn prior to the Bid Submission Deadline may be resubmitted up to the Bid Submission Deadline provided such resubmitted Bids are then fully in conformance with these Instructions to Bidders. After the opening of Bids, no bidder may withdraw its Bid for a period of sixty (60) days thereafter.

Bid Modification: Bids may be modified by written notice signed by the bidder prior to the Bid Submission Deadline. Such notice shall be accepted only if duly executed and submitted in the same manner as required in these Instruction to Bidders for the submission of Bids.

Bid Clarification: The Board reserves the right to request clarifications from any bidder. Such clarifications shall be provided at the bidder's sole cost and expense.

13. SELECTION PROCESS

A. Basis for Section

1. Lowest Responsible and Qualified Bidder - It is the intent of the Owner to award the Contract for the Project to the "lowest responsible and qualified bidder" which is the bidder (i) whose

Total Lump Sum Base Bid Amount set forth in its Bid Form is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the Work based on objective criteria considering past performance and financial responsibility; and (ii) whose Bid was submitted in accordance with the requirements set forth in the Bidding Documents. The bidder will be required to establish to the satisfaction of the Owner and the ELSBC that the persons or entities proposed to furnish and perform the Work described in the Bidding Documents are reliable, responsible, and capable. To the extent that the Bid Form asks for alternate bids, the Owner's and ELSBC's determination of the lowest Bid will be based on the sum of the Base Bid Amount and the Alternate Bid Prices for the alternates that are selected by the Owner for acceptance as determined by the Owner and ELSBC to be in the best interest of the Owner and the East Lyme Public School District.

2. Statement of Qualifications – It is the intent of the Owner to award the contract for the Project to a contractor that specializes in the construction of roof systems, having broad experienced in the type of roof construction Work required by the Bidding Documents. To assist the Owner in its determination as to whether a bidder is qualified to perform the Work for the Project, **each bidder shall submit a Statement of Qualifications including the information set forth in Schedule 6 to these Instructions to Bidders along with all required supporting documentation**. Qualifications for the Project will include, without limitation, that:

   i. Bidder's experience includes successfully completing, as general contractor and/or roofing contractor, a minimum of five (5) similar roofing projects in Connecticut, within the past ten (10) years, which projects were of similar size, scope and complexity, as the Project.
   ii. All project personnel to be engaged in the Work shall be trained in accordance with OSHA Regulations applicable to the Work of the Project.
   iii. Bidder must be registered, as an entity, to do business in the State of Connecticut and employ individuals that are properly licensed to perform the Work.
   iv. **Bidder must be prequalified as provided in Section 19 of these Instructions to Bidders.**
   v. Bidder must be in good standing as a contractor with, and certified by, the roofing manufacturer specified in the Bidding Documents.

3. Selection Criteria

   i. Bidder's experience as a general contractor and/or roofing in the successful completion of projects of similar scope, complexity and size as the Project, within budget, and on time, and with integrity and reliability; or the bidder's its inability to do so;
   ii. Bidder's capacity to perform the Project considering bidder's ongoing and future obligations;
   iii. Bidder's credit history and financial stability;
   iv. The experience of the bidder's project team proposed to be used for the Project in the successful completion of projects of similar scope and size within budget and on time;
   v. The ability of the bidder to provide the required surety bonds;

vi. The ability and capacity of the bidder to perform the Work based on an evaluation of the character, integrity, reputation, and experience of the bidder.
vii. The financial resources of the bidder and the bidder's ability to secure any required bonds and/or insurance;
viii. Compliance by the bidder with all applicable federal, state, and local laws, including any licensing requirements and/or contract compliance requirements;
ix. Delivery or completion time;
x. Cost; and
xi. Involvement in litigation.

4. Investigation – The Board reserves the right to make any investigation to further determine the ability of any bidder to perform and complete the obligations of the selected contractor under the contract and other Bidding Documents, and any bidder shall furnish to the Owner and ELSBC all such information and data for this purpose as are required under the Bidding Documents.

5. Interviews – The Owner and ELSBC reserve the right to conduct interviews with one or more of the bidders at a time and date to be determined by the Owner or ELSBC. If a bidder is requested by the Owner or ELSBC to attend an interview, the attendees representing the bidder shall include one or more representatives of the bidder capable of responding to questions regarding the Bid submitted as well as the proposed superintendent/project manager for the Project.

B. Selection and Award

1. The bidder selected for the Project, if any, will be the bidder determined by the Owner and ELSBC to be the lowest responsible qualified bidder, qualified and capable of performing the work for the Project in accordance with the requirements of the Bidding Documents, based on the Selection Criteria set forth in Section 10(A) and the entirety of such bidder's Bid submission.

2. Upon identifying the successful bidder, the ELSBC will send a written notice of intent to award to such bidder. Notwithstanding receipt of such notice of intent to award, the Owner shall have no obligation to such bidder until such time as a Contract (as defined in Section 14 hereof) is fully executed and delivered.

3. The Owner and ELSBC reserve the right to do any of the following without liability, as deemed by the Owner and ELSBC to be in the best interest of the Owner and the East Lyme Public School District:

    a. Reject any and all Bids, in whole or in part, for misrepresentation or if the Bidder is deemed to be not qualified or responsible to perform the Project, or if the bidder's Bid limits, conditions or modifies any of the terms and conditions and/or specifications of the Bid;

b. Cancel the award to the lowest responsible qualified bidder, or, not to execute the Contract subsequent to award;
c. Terminate or cancel the Invitation to Bid and reject all Bids, and/or rebid the Project by advertising for new bids;
d. Waive technical defects, irregularities and omissions in a Bid if, in the Owner's or ELSBC's discretion, the best interest of the Owner and East Lyme Public School District would be served;
e. Revoke the award of the Contract if such award was made on the basis of inaccuracies and clerical errors; and
f. Reject a Bid as non-responsive if the bidder does not make all required pre-award submittals within the timeframes designated by the Owner and ELSBC.

14. FORM OF CONTRACT

The Owner intends to use as the Form of Contract for the Contract for Construction, and the selected Contractor will be expected to execute, a modified version of AIA Document A101-2017 Agreement (as so modified, the "Agreement") with an Exhibit A (Insurance Requirements), and a modified version of AIA Document A201-2017 General Conditions (as so modified, the "General Conditions"), and exhibits and other documents designated therein as "Contract Documents." **The form of Agreement and General Conditions are included as part of the Bidding Documents.** Bidders should review the aforementioned documents. By submitting a Bid, the bidder warrants and certifies that if the bidder is awarded the contract for this Project, the bidder will execute the aforementioned Contract Documents without condition, modification, or exception, except as required to incorporate the acceptable terms of the selected Contractor's Bid (the "Contract"). The selected Contractor shall execute the Contract within five (5) days after presentation thereof by the Owner to the selected Contractor and the Contractor shall include the provisions of the Contract in each subcontract issued by the Contractor for the Project, with the applicability of terms to be adjusted appropriately. Notwithstanding the foregoing, the Owner and ELSBC reserve the right to modify the Form of Contract prior to execution of the Contract as deemed by the Owner and ELSBC to be in the best interest of the Owner and the East Lyme Public School District. If the selected Contractor fails to execute the Contract within five (5) days after presentation of the Contract by the Owner, the selected Contractor shall forfeit its Bid Security and, at the option of the Owner, the award of the Contract shall be withdrawn and become null and void. The Owner may then proceed to award the Contract to the next lowest responsible qualified bidder.

15. BID SECURITY

Except as otherwise provided in this Section 12, each Bid must be accompanied by a bid bond in the form attached hereto as Schedule 4, in an amount equal to Ten Percent (10%) of the Base Bid Amount set forth on the Bid Form submitted by the bidder, executed by the bidder and a surety authorized issue surety bonds in the State of Connecticut, that is listed on the current U.S. Department of Treasury's Listing of Approved Sureties, and that has a rating of A- or better by A.M. Best. In lieu of a Bid Bond, a bidder may submit a certified check, cashier's check, Treasurer's check, or money order in the same amount as required for a Bid Bond, payable to the "Town of East Lyme."

If the bidder is a small contractor or a minority business enterprise as defined by Connecticut General Statutes (CGS) Section 4a-60g, the bidder may, in lieu of providing a Bid Bond, certified check, cashier's check, Treasurer's check, or money order as bid security, provide a letter of credit in an amount equal to ten percent (10%) of the Base Bid Amount if the Base Bid Amount is less than One Hundred Thousand Dollars ($100,000), or an amount equal to twenty-five percent (25%) if the Base Bid Amount exceeds One Hundred Thousand Dollars ($100,000.00).

Bids submitted without bid security in accordance with this Section 12 will be deemed nonresponsive and invalid.

All forms of Bid Security submitted by bidders other than those determined be the lowest three (3) bidders, will be returned within ten (10) days after the date of opening of Bids.

Bid Security submitted with Bids by bidders determined to be among the three (3) lowest bidders will be retained by the Owner until one (1) of the three (3) lowest bidders is awarded and executes a contract with the Owner for the Project, or until all Bids are rejected. If the bidder selected as the Contractor fails or refuses to execute the Contract in accordance with its Bid and the Bidding Documents after notice by the Owner or ELSBC that the Contract has been awarded to the selected bidder, an amount of the bidder's Bid Security shall be deemed forfeited by the bidder to the Owner and/or the bidder and its surety issuing a Bid Bond shall be required to perform their obligations under such Bid Bond.

The Owner shall not be liable for the accrual of interest on any certified deposit check submitted in lieu of a Bid Bond.

Subject to the Owner's rights to retain Bid Security as a forfeiture by the selected Contractor and/or enforce such Bid Security, all Bid Security not already returned or refunded to bidders will be refunded or returned to the unselected bidders after the earlier of (1) the Owner's withdrawal and/or cancellation of the Invitation to Bid; (2) the award and execution of the Contract by the Owner to and with a bidder selected as the Contractor, (3) or sixty (60) days after the date of opening of Bids.

16. TAXES

The Project is tax exempt. Upon request, the Owner will furnish the successful bidder a sales tax exemption letter.

Certain materials and supplies incorporated in the Work for this Project are exempt from Connecticut sales and use tax. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the State Department of Revenue and for which the successful bidder is responsible. The successful bidder shall familiarize themself with current regulations of the State of Connecticut Department of Revenue Services. The tax on materials or supplies exempted by such regulations shall not be included as part of the Bid.

17. PAYMENT BOND AND PERFORMANCE BOND REQUIREMENTS

A. Except as provided in subparagraph C of this Section 14, the Contractor will be required to provide a performance bond and labor and material payment bond, in an amount not less than 100% of the total contract price set forth in the Contract. The bonds must be issued by a surety rated A- or better by A.M. Best and listed on the U.S. Department of Treasury's Listing of Approved Sureties. The bonds must be submitted to the Owner prior to or upon the execution of the Contract. The cost of such bonds shall be separately identified on the Bid Form but included in the total Bid amount.

B. The bonds shall comply with the following requirements:
1. It is preferred that the bonds be written on the AIA Document A312-2010 forms. Both bonds shall be written in the full amount of the Contract Sum.
2. The bonds shall be dated the same date as the Contract.
3. The Town of East Lyme shall be named as the obligee on all bonds provided for the Project.
4. The Contractor 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.

C. If the Contractor is a small contractor or a minority business enterprise as defined by CGS Section 4a-60g, the Contractor may: (1) in lieu of providing performance bond, provide a letter of credit in an amount equal to ten percent (10%) of the Contract Price if the Contract Price is less than One Hundred Thousand Dollars ($100,000.00), or an amount equal to twenty-five percent (25%) if the Contract Price if the Contract Price exceeds One Hundred Thousand Dollars ($100,000.00), and; (2) in lieu of providing a labor and material payment bond, provide a letter of credit in an amount equal to ten percent (10%) of the Contract Price if the Contract Price is less than One Hundred Thousand Dollars ($100,000.00), or an amount equal to twenty-five percent (25%) if the Contract Price if the Contract Price exceeds One Hundred Thousand Dollars ($100,000.00).

D. Each bidder shall furnish with its Bid, satisfactory evidence from its surety of such bidder's ability to obtain the required performance bond and labor and materials payment bond, in the full amount of the bidder's total Base Bid Amount, or, satisfactory evidence that it is a small contractor or a minority business enterprise as defined by CGS Section 4a-60g together with satisfactory evidence of its ability to provide to the Owner a letter of credit in lieu of the required performance bond and/or a letter of credit in lieu of the required labor and material payment bond.

E. A labor and material payment bond will be required from all subcontractors, except that in accordance with CGS Section 49-41(a), a labor and material payment bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the subcontract with respect to which such sub-bid is submitted is less than One Hundred Thousand Dollars ($100,000.00).

18. LIQUIDATED DAMAGES

NONE

19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENTS

A. This Contract will be partially funded by a Non-Priority List school building project grant from the State of Connecticut under the DAS school construction grant program for public schools. The contractor who is selected to perform this State project must comply with CGS Sections 4a-60, 4a-60g, and 46a-68b through 46a-68f, inclusive, and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies (RCSA).

B. In the Contract, the Contract will be required to agree, pursuant to CGS Section 4a-60, as follows:

"(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 ensure 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, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 ("CHRO");
(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."

It shall be the responsibility of each bidder to be familiar with and knowledgeable about the non-

discrimination Requirements.

C. Spending Allocation Goal Participation: The Contract will be subject to State contract compliance requirements, including nondiscrimination statutes and spending allocation goals. The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f. Connecticut State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The Contractor must demonstrate good faith effort to meet the spending allocation goals. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors. A Good Fatih Efforts Plan must be filed by the contractor who is selected to perform this project with the CHRO within thirty (30) days following the intent to award notice, and must be approved by the CHRO prior to the award of the construction Contract. If required by CHRO, the contractor must file a written or electronic non-discrimination certification with the CHRO. Information and required forms can be found at: https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

D. All provisions of all applicable State Labor Standards must be complied with under the Contract. The Town of East Lyme and East Lyme Public School District are an Affirmative Action Equal Opportunity Employer. The selected Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran except as permitted by law in the case of a bona fide occupational qualification or need. The selected Contractor shall provide CHRO with such information requested by the CHRO concerning the employment practices and procedures of the selected Contractor. The Bidder confirms and represents that it is an Affirmative Action/Equal Opportunity Employer.

E. The selected Contractor shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Owner and ELSBC. In connection with the execution of its Bid, subsequent purchase orders, and/or contracts in connection with the Project, the selected contractor shall not discriminate against any employee or applicant for employment on the grounds of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran except as permitted by law in the case of a bona fide occupational qualification or need, and shall otherwise comply with all laws and regulations of the State of Connecticut applicable to equal employment opportunities as pertains to municipalities.

20. PREVAILING WAGE REQUIREMENTS

A. Prevailing wages are required on this Project in accordance with the rates included in the Bidding Documents at Section 000108 or otherwise, pursuant to CGS Section 31-53 (a) through (h), as amended. For further information on prevailing wage requirements, visit the Connecticut Department of Labor's website.

B. The selected Contractor and each subcontractor performing any Work for the Project shall be required to comply with the provisions of the CGS Section 31-53 and CGS Section 31-55a concerning annual adjustments to prevailing wages.

C. The selected contractor and all subcontractors shall be responsible for identifying any adjustments made to Connecticut Department of Labor prevailing wage rate requirements throughout the life of the Contract. Such prevailing wage adjustments shall not be considered a matter for any Contract amendment or adjustment to the Contract Price. No escalation clauses shall be included in any Bid submission. Wage Rates will be posted each July 1st on the Department of Labor website: https://portal.ct.gov/dol/divisions/wage-and-workplace-standards/prevailing-wage?language=en_US

D. The Contract shall provide, and the selected Contractor and subcontractors for the Project shall comply with the following: "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Lyme. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

E. Certified Payrolls: In accordance with CGS Section 31-53, Certified Payrolls with a statement of compliance shall be submitted monthly by the Contractor to the Owner's representative and certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each Application for Payment submitted by the Contractor, covering all activities relating to such Application for Payment. The selected contractor shall provide pay scale verification as may be required by the Connecticut Department of Labor.

F. Each bidder shall confirm prior to submission of its Bid that the bidder is carrying in its Bid and Bid Amount(s) the proper trade classification for all Work required for the Project including composite crews of different trade classifications if needed, as required by the Connecticut Department of Labor and/or union agencies if applicable.

G. Forms and additional information can be found on the Connecticut Department of Labor's website.

21. NON-RESIDENT CONTRACTORS

Any bidder that is a Non-Resident Contractor shall be prepared, if identified as the selected contractor, to provide upon award of the Contract, a certificate from the Connecticut Commissioner of Revenue Services which evidences that the bidder has complied with the requirements of CGS Section 12-430(7). For further information, contact the Connecticut Department of Revenue Services.

22. DAS CONTRACTOR PREQUALIFICATION CERTIFICATION

Each bidder shall be prequalified by the Connecticut DAS as an roofing Contractor for any project greater than $500,000 and shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Connecticut DAS according to and as required by CGS Section 4a-100, CGS Section 4b-101 and CGS Section 4b-91. **Each bidder shall submit with its bid, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement.**" Any Bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be deemed nonresponsive and invalid.

23. INSURANCE REQUIREMENTS

The bidder selected as the Contractor will be required to purchase and maintain, without interruption, from the date of commencement of the Work until the date of final payment, and for the additional periods specified in the Bidding Documents, insurance in accordance with the requirements set forth in Schedule 5 to these Instructions to Bidders, and all insurance that may otherwise be required under any applicable laws. The selected Contractor shall submit to the Owner, certificates of insurance or other evidence of compliance with the insurance requirements set forth in Schedule 5 to these Instructions to Bidders, at the time and in the manner set forth in Schedule 5 or on the Contract Documents.

The cost of the required insurance to the extent attributable to the Project shall be separately identified on the Bid Form but included in the Base Bid Amount of each bidder's Bid.

24. BACKGROUND CHECKS

The selected contractor shall comply with all applicable laws including, without limitation, CGS Section 10-222c, as applicable. To the extent permitted by law, the selected contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of subcontractors and sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present at the Project site in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families.

SCHEDULE 1
BIDDER NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss: _____
COUNTY OF_____)

I, _____ (affiant), being first duly sworn, deposes and says that:
(name)

1. I am over the age of 18 and understand the obligations of an oath;
2. I am the owner, partner, officer, representative or agent _____ (name of bidder) ("Bidder"), the Bidder that has submitted the attached Bid to the Town of East Lyme and East Lyme School Building Committee;
3. I am fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
4. Such Bid(s) is genuine and is not a collusive or sham Bid;
5. Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Town of East Lyme, East Lyme School Building Committee, East Lyme Board of Education and/or East Lyme Public School District and/or any person interested in the proposed contract;
6. The price(s) quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest; and
7. That no officer, agent, employee or consultant for the Town of East Lyme, East Lyme School Building Committee, East Lyme Board of Education and/or East Lyme Public School District is directly or indirectly interested in the Bid, or in supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Name: _____
(print name)
Title: _____

Subscribed and sworn to before me, the undersigned officer, this ____ day of _____, 202___.

_____
Notary Public
My Commission expires:
Commissioner of the Superior Court

SCHEDULE 2
CORPORATE RESOLUTION
(Must be submitted on corporate letterhead if Bidder is a Corporation)

I_____(name of Corporation's Secretary), Secretary of _____(legal name of Corporation), a Corporation duly organized and operating under the laws of _____ (State) do hereby certify that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on_____ _____, at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded, or revoked since the date on which it was enacted, and it is present in full force and effect:_____.

RESOLVED: That the following Officers of this Corporation, or any one of them:

_____

_____
(Name and Title of Officer or Officers)

is empowered to execute and deliver in the name and on the behalf of this Corporation contracts, bids, and other documents to the Town of East Lyme and East Lyme School Building Committee, and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such contracts, bids or other documents.

IN WITNESS WHEREOF, the undersigned has affixed his signature and Corporate Seal of the Corporation, this ___ day of _____, 202___.

(Affix Corporate Seal Below)

_____
SIGNATURE OF SECRETARY

_____
(Typed Name of Corporation's Secretary)

SCHEDULE 3
LIST OF REQUIRED BID SUBMISSION DOCUMENTS

The following forms and documents must be completed and submitted as part of each Bid:

1. Completed and Executed Bid Form)(use the Bid Form at Specification Section 002113.1)

2. Completed and executed Non-Collusion Affidavit

3. Completed Corporate Resolution (if Bidder is a corporation)

4. Bid Security: Executed Bid Bond (use Schedule 4) or certified check, cashier's check, Treasurer's check, or money order (letter of credit as bid security to the extent permitted in the Instructions to Bidders)

5. Bidder's Statement of Qualifications

6. Completed and executed Certificate of Compliance with C.G.S Sec. 31-57b (use Schedule 7)

7. Bidder's Contractor Prequalification Certificate and the Update (Bid) Statement issued by CTDAS

8. Evidence from the bidder's bonding company evidencing that the bidder, if awarded the Contract, can obtain the required performance bond and labor and materials payment bonds in the full amount of the Base Bid Amount (or evidence that bidder it is a small contractor or a minority business enterprise as defined by CGS Section 4a-60g together with satisfactory evidence of its ability to provide to a letter of credit in lieu of the required performance bond and/or a letter of credit in lieu of the required labor and material payment bond).

9. A complete and realistic proposed construction schedule, including the trades activities, equipment, and materials for the Work consistent with the Owner's anticipated schedule for the Project.

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SCHEDULE 4
STANDARD BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we _____ (hereinafter "Principal"), as principal, and, _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as surety, are held and firmly bound unto **Town of East Lyme**, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a bid to the Obligee related to a contract for a project for roof replacement and associated work at the Lillie B. Haynes Elementary School located at 29 Society Road, Niantic, Connecticut 06357.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the Town of East Lyme and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this ___ day of _____, 2026

Principal: _____ (Name of Contractor)
By_____ (Contractor as Principal)
Name: _____ (Print Name)
Title: _____

Surety: _____ (Name of Surety)
By_____
Name: _____ (Print Name)
Title: _____

SCHEDULE 5
INSURANCE REQUIREMENTS

I. Contractor's Insurance Requirements

Before commencement of construction of the Work at the Project site, the Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Connecticut. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the AIA A201-General Conditions contained in the Bidding Documents, except that the Contractor shall maintain its Commercial General Liability Policy for seven (7) years after the date of Substantial Completion of the Work.

Insurance requirements set forth in this Schedule 5 will be independent of, and in addition to, the Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of coverage of insurance required hereunder. The Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereunder. The limit and coverages set forth herein are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the additional insureds to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

A. Commercial General Liability

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

(1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

(2) personal injury and advertising injury;

(3) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

(4) bodily injury or property damage arising out of completed operations;

(5) the Contractor's indemnity obligations under Section 3.18 of the AIA A201-General Conditions contained in the Bidding Documents; and

(6) electronic data liability (under endorsement ISO CG 04 37 or its equivalent).

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

(1) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;

(2) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor;

(3) Claims for bodily injury other than to employees of the insured;
(4) Claims for indemnity under Section 3.18 of the AIA A201-General Conditions contained in the Bidding Documents arising out of injury to employees of the insured;
(5) Claims or loss excluded under a prior work endorsement or other similar exclusionary language;
(6) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language;
(7) Claims related to roofing, if the Work involves roofing;
(8) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces;
(9) Claims related to earth subsidence or movement, where the Work involves such hazards;
(10) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

The Commercial General Liability coverage general aggregate limit shall apply separately to each project on a per-project basis and shall be unimpaired at commencement of the Work. The Commercial General Liability coverage shall be written on the most recent ISO occurrence form (CG 00 01) or a substitute occurrence-based form providing equivalent coverage, and shall include coverage for liability arising from premises, operations, independent contractors, products/completed operations covering construction means and methods to be maintained for no less than a period of seven (7) years after completion of the Work, personal and advertising injury, contractual liability (without requiring privity of contract), and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Commercial General Liability coverage shall apply to, and not exclude coverage for: joint negligence of the Contractor and other persons; acts and/or omissions of Subcontractors and Subcontractors' sub-subcontractors; and completed operations. In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable.

The Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, shall be included as additional insureds under the Commercial General Liability policy, to the extent commercially available using an endorsement with coverage no less than that provided under CG 20 10 07 04, CG 20 37 07 04, and, with respect to Lothrop Architects Associates D.P.C.P.C. (the "Architect"), and the Architect's consultants, CG 20 32 07 04. Insurance for additional insureds shall be as broad as the coverage provided for the named insured. Commercial General Liability coverage shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

B. Commercial Automobile Liability insurance written on the most recent ISO form CA 00 01 or its equivalent, covering vehicles owned, hired vehicles, and non-owned vehicles, including trailers, used by the Contractor and/or used in connection with the Work, with policy limits of not less than One Million Dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any

other statutorily required automobile coverage. If vehicles are used to transport hazardous material then ISO CA 99 48 (broadened pollution) and an MCS90 endorsement will be included unless Pollution Liability coverage as described in Section I.H is applicable to operations and vehicles being used.

C. Umbrella or Excess liability insurance on an occurrence basis in excess of the coverages and limits required for the primary liability insurance required under Sections I.A, I.B, and I.F (Contractor's Commercial General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance), in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) unimpaired general aggregate per policy year. Umbrella or Excess coverage shall be follow form on a primary and non-contributory basis. The Umbrella or Excess insurance policies shall provide the same or greater coverage as the Contractor's Commercial General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The Umbrella or Excess insurance policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella or Excess coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability coverage, Automobile Liability, and Employer's Liability insurance required under Sections I.A, I.B, and I.F, and Umbrella or Excess coverage for such additional insureds shall apply as primary and non-contributory before any other insurance or self-insurance or self-insured retention, including any deductible maintained by or provided to the additional insured, and shall apply without the need for privity of contract as to any additional insured.

D. The Contractor may achieve the required limits and coverage for Commercial General Liability insurance, Automobile Liability insurance, and Employers' Liability insurance, through a combination of primary and excess or umbrella "follow form" liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Sections I.A, I.B, and I.F, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers, and aggregate limits of liability shall apply separately with respect to the Work.

E. Workers' Compensation at statutory limits.
In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

F. Employers' Liability insurance with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,0000) each employee, and One Million Dollars ($1,000,000) policy limit.

G. If the Contractor is required to furnish professional services as part of the Work, including without

limitation, surveying, geotechnical investigation, design, engineering, stamping of drawings or specifications, consulting, programing or development of software, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($1,000,000) per occurrence or claim and One Million Dollars ($1,000,000) in the aggregate. If Professional Liability insurance procured and maintained is on claims-made basis, the insurance policy shall have a retroactive date which shall precede the commencement of the Work and which date is no later than the policy inception date, and coverage shall be continuously maintained until at no less than seven (7) years after Substantial Completion of the Project.

H. If the Work involves the handling, abatement, clean-up, removal, transport, dissemination, use, or release of pollutants or hazardous materials, including but not limited to asbestos, PCBs, contaminated soils, and lead-based paint, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate. The policy shall provide coverage for pollution, lead, mold and asbestos liability. The policy must specifically include coverage for "asbestos, lead paint, and other hazardous building materials such as PCB's, abatement operations" and have the "Pollution Exclusion" eliminated or modified so as not to apply to any bodily injury, including but not limited to asbestos, lead paint, and other hazardous building materials such as PCB's abatement, handling, transport or disposal. All policies shall be written on an "occurrence" basis. Coverage shall include first party, third party, clean-up, legal and claim expense including transit and disposal. Full policy forms and endorsements are subject to review by the Owner.

I. Coverage under Section I.G and I.H may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

J. The Contractor's Commercial General Liability, Umbrella/Excess Liability, Automobile Liability, and Worker's Compensation Insurance policies shall include a waiver of subrogation endorsement in favor of Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers.

K. Additional Insured Obligations.

1. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage, automobile liability coverage, and excess or umbrella coverage to include (1) the Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, 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) Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during

completed operations. The additional insured coverage shall be primary and non-contributory to any general liability insurance policies maintained by the Owner or any other additional insured and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

2. The Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, the Architect, and the Architect's consultants, and all of their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and servants, shall be named as an additional insured on the insurance policies described in Sections I.A, I.B, I.C, I.F, I.H, and I.I, without a requirement for privity of contract. The additional insured coverage in such policies procured by the Contractor, as named insured, shall not limit coverage thereunder to vicarious liability of the additional insured or liability arising out of only the named insured's negligence.

L. All insurance policies maintained by the Contractor shall be deemed primary and non-contributory to insurance maintained by any additional insured, up to and including the limits of any Umbrella or Excess coverage, in the event of loss arising out of the Contractor's performance of the Work, and all such insurance policies shall provide that where there is more than one insured thereunder the policy will apply to each insured separately as if there were a separate policy covering each insured except with respect to the policy limits of such policy. The Contractor shall obtain certificates for each policy which evidence that coverage is in accordance with these requirements.

M. To the fullest extent permitted by law, the Contractor, for itself and its insurers, shall waive all rights of recovery and all rights of subrogation against the Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, the Architect, and the Architect's consultants, and their subsidiaries, affiliates, employees, volunteers, directors and officers, and any other person designated by the Owner or with whom the Owner has agreed to waive its rights in the event of loss including loss which should have been covered by the insurance required pursuant to the Contract to be procured and maintained by the Contractor, for losses within the scope of any liability insurance policy which the Contractor is required to purchase and maintain pursuant to the Contract and/or covered by any liability insurance policy which the Contractor in-fact purchases and maintains.

N. To the extent commercially available, all insurance policies required to be procured by the Contractor pursuant to the this Schedule 5 and/or the Contract and/or which the Contractor in-fact procures in connection with the Work and/or which otherwise apply to the Work or the Project, shall not prohibit and shall permit the Contractor to waive rights of subrogation against, and shall include a waiver of subrogation endorsement in favor of the Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, the Architect, and the Architect's

consultants, and its subsidiaries, affiliates, employees, volunteers, directors, officers and agents.

O. Limits of coverage stated above for any insurance are minimum required amounts, and if higher limits of coverage are maintained for any coverage such higher limits will become those required by this Schedule 5 and/or the Contract. Minimum coverage limits required for insurance required to be procured and maintained by the Contractor may be satisfied through any combination of primary and umbrella or excess coverage, provided there shall be no gaps in the form or limits between primary and umbrella or excess coverage. Policy limits available to any additional insured shall be the full policy limits maintained by the named insured. The amounts of insurance specified herein and agreed to by the parties are minimum requirements only and shall in no way limit the liability of the Contractor, nor the applicability or availability of the Contractor's insurance.

II. Additional General Insurance Requirements

A. Certificates of Insurance. The Contractor shall provide current certificates of insurance acceptable to the Owner evidencing compliance with the insurance requirements set forth herein and the other Bidding Documents at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section I, above. The certificates will show Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers as additional insureds on the Contractor's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of no less than A-, or otherwise acceptable to the Owner. The Contractor and its insurer(s) for each liability insurance policy required under this Schedule 5 and/or the Contract shall give the Owner and any additional insured under any such policy, no less than thirty (30) days' prior written notice in advance of any termination, expiration, cancellation, or reduction or other change in coverage, and in advance the date by which renewal is required to continue coverage under any such policy, and (10) days' prior written notice of a termination or cancellation of a policy for non-payment. All certificates of insurance and notices required pursuant to the Contract and Contract Documents shall be sent by certified or registered mail to:

East Lyme School Building Committee
c/o Dr. Christian R. Lund, Director of Facilities and Technology
East Lyme Public School
165 Boston Post Road
P.O. Box 220
East Lyme, CT 06333

B. The Contractor shall provide evidence of coverage that meets the requirements of the Contract (including without limitation this Schedule 5) by providing to the Owner certificates of insurance for

each policy, and if requested by the Owner redacted certified copies of such polices or any part thereof deemed necessary in the sole opinion of the Owner to demonstrate compliance with the Contractor's obligations under the Contract. The Owner's acceptance of evidence of insurance shall in no way constitute or be construed as the Owner's affirmation that the Contractor has fully satisfied any or all of such obligations or the Owner's waiver of any right or claim arising out of or relating to the Contract Documents. As soon as possible after the execution of the Contract, and in no event later than seven (7) days prior to the commencement of the Work, the Contractor shall provide to the Owner certificates of insurance and/or certified copies of the policies requested by the Owner as evidence that all insurance coverage required pursuant to the Contract to be procured and maintained by the Contractor during performance of the Work has been so procured. The Contractor nor any Subcontractor may perform activities for construction of the Work at or on the Project site prior to Contractor's delivery of such evidence to the Owner, and no failure to or delay in delivering such evidence to the Owner shall constitute a basis for any increase to the Contract Sum or the Contract Time.

C. Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor. Any retention or deductible applicable on any insurance policy procured and maintained by the Contractor shall be clearly stated and shall be the sole responsibility of the Contractor together with any applicable premium charge, claim cost, penalties, assessment, tax or other costs associated with the Contractor's risk funding obligations. Self-insured retention or any deductible in excess of $100,000 shall require the Owner's prior written approval.

D. The Contractor shall ensure that all Subcontractors maintain insurance policies, written by insurance companies licensed to do business in the State of Connecticut with an AM Best rating of no less than A-, or as otherwise acceptable to Owner, which policies are consistent with the requirements set forth in this Schedule 5 and otherwise in the Contract, including without limitation, the naming of additional insureds as provided and required in Section I, above, with coverage limits not less than those required for the insurance policies required to be procured and maintained by the Contractor or such lower limits as are agreed to by the Owner in writing on a case-by-case basis for a specific Subcontractor. The Contractor shall include in all subcontract agreements the obligation of the Subcontractors to comply with these insurance requirements. The Contractor shall not permit any Subcontractor or sub-subcontractor to perform any Work on the Project site until such time as the Contractor has obtained satisfactory evidence from such Subcontractors and sub-subcontractors that the foregoing insurance requirements have been satisfied.

E. The Contractor shall require all its Subcontractors and their insurers to waive all rights of recovery against against the Town of East Lyme, East Lyme School Building Committee, East Lyme Public School District, the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, and the Architect, and the Architect's consultants, and their subsidiaries, affiliates, employees, volunteers, directors and officers, and any other person designated by the Owner or with whom the Owner has agreed to waive its rights in the event of loss, for losses covered by any policy of liability insurance which any such Subcontractor is required to purchase and maintain pursuant to the Contract Documents and/or their Subcontract with the Contractor in

connection with the Work, and/or which the Subcontractor in-fact purchases and maintains in connection with the Project and/or the Work.

F. If, as a result, in whole or in part, of the negligence (or other act for which there is legal liability) of the Contractor, its employees, agents, or subcontractors of any tier, any person (including employees of the Contractor) injury or death occurs or any property is damaged, lost or destroyed, or any other loss occurs, the Contractor assumes the liability therefor and agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Owner and its affiliates, subsidiaries, partners, directors, officers, members, managers, agents, servants, employees, and volunteers harmless from any and all such injury, death, property damage or other loss, including reasonable attorneys' fees incurred in connection therewith. The foregoing obligations are independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to the Contract or otherwise. The Contractor shall not be required to defend, indemnify or hold harmless an indemnitee against claims for bodily injury or property damage solely caused by or resulting from the negligence of such indemnitee.

SCHEDULE 6
STATEMENT OF QUALIFICATIONS

1. A Letter of Transmittal signed by a principal of the bidder, not to exceed two (2) pages, describing in narrative form the company and the company's qualifications for the Project.

2. Company Overview:
   a. Name and location, including the office location that will be serving the Owner
   b. Number of years the company has been in the business of providing the services or performing the work upon which they are bidding
   c. Number of employees and how many of them will be dedicated to the Project
   d. Evidence of the company's licensing/authority to do business in the State of Connecticut

3. Client Base:
   a. Names and contact information for the three references for whom or which the bidder has provided services or performed work for school districts in the last 2 years in connection with projects similar in size and scope to the services and/or work upon which they are bidding. Provide Owner name and telephone number for each Project.
   b. Provide a description of each of the three projects and the contractor's role in each project.

4. Company Information:
   a. Name, email and telephone number of the bidder's contact person.
   b. A list of the subcontractors that the bidder would engage for the Project
   c. A list of projects for which the company has provided services in the last five years which projects have similar challenges to the Project and indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Contractor or Contractor/Subcontractor and give the status of each.

5. Litigation/Disputes:
   Provide information concerning any suits filed, judgments entered or claims made against your company during the last five (5) years with respect to contractual services provided by your company, or any declaration of default or termination for cause against your company with respect to such services.

6. Additional information, not included above, that the company feels may be useful and applicable to this Project and helpful to the Owner's and ELSBC's evaluation of the bidder (limit response to two pages).

SCHEDULE 7
CERTIFICATE OF COMPLIANCE WITH CONNECTICUT GENERAL STATUTES SECTION 31-57b

I, the undersigned, hereby certify that all the statements herein contained below have been examined by me and to the best of my knowledge and belief are true and correct.

_____ (bidder name):

1. [ ] has [ ] has not: been cited for three or more wilful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction;

2. [ ] has [ ] has not: received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Bid.

The list of violations (if applicable) is as follows:

_____
_____
_____
_____

BIDDER NAME: _____

Signed: By_____ _____
Date

Its _____ (Title)

Subscribed and sworn to before me, the undersigned officer, on this _____ day of _____, 202__.

_____
Notary Public
Commissioner of the Superior Court
My Commission expires:

SCHEDULE 8
FORM OF CONTRACT
AIA A101-2017 Agreement as modified by Owner

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 2026
(In words, indicate day, month and year.)

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

Town of East Lyme ("Owner")
165 Boston Post Road
East Lyme, CT 06333

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

NAME
STREET ADDRESS
CITY, STATE, ZIP

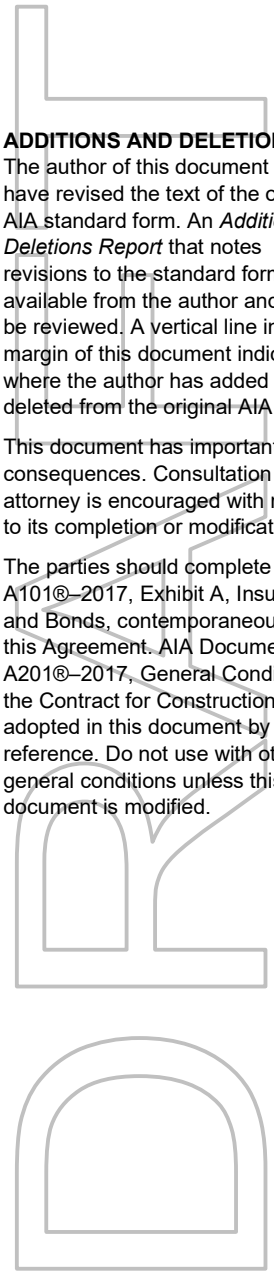
for the following Project:
(Name, location and detailed description)

Lillie B. Haynes Elementary School Roof Replacement
29 Society Road
Niantic, CT 06357 (the "Project")
East Lyme Public School District Invitation to Bid # 2026-02
State Project Number: 045-0064-RR

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

Lothrop Associates Architects D.P.C.P.C.
333 Westchester Avenue
White Plains, NY 10604

The Owner and Contractor agree as follows.



ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, AIA Document A201-2017 General Conditions of the Contract for Construction as modified by the Owner and appended hereto (as so modified, referred to hereinafter as the "AIA Document A201-2017"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement as Contract Documents, all of which form the Contract for Construction between the Owner and the Contractor (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 Owner and the Contractor relating to the subject matter of this Agreement and supersedes prior negotiations, representations, or agreements, either written or oral, verifiable or alleged. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. No alteration, modification, or amendment to this Agreement shall be binding upon the parties hereto unless by written instrument, signed by the Owner and the Contractor. This Agreement may be amended only by written instrument signed by both Owner and the Contractor, by written Change Order, or writing as otherwise expressly permitted and provided in this Agreement or the other Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in, reasonably inferable from and as necessary to produce the results intended by, the Contract Documents including, but not limited to, the furnishing of (1) all materials, supplies, equipment, fixtures, tools, implements, and other items and facilities required for, or in connection with, or for inclusion or incorporation into, the Project and (2) all labor, supervision, transportation, utilities, storage and all other services required for or in connection with the Project, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 CONTRACTOR'S STANDARD OF CARE, CONDITIONS AND LEGAL REQUIREMENTS

§ 2.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with prevailing applicable professional and industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as set forth in the Contract (the standards of this Section 2.2.1 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of or by the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("Constructive Knowledge"). Such Constructive Knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

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§ 2.2.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents, and the Conditions (as defined hereinafter), and the Contractor shall obtain and post all necessary permits at the site. The term "Conditions" shall mean and include all "**Legal Requirements**" (as defined in Section 3.7.2 of the AIA Document A201-2017) and/or all guidelines, standards and conditions of funding imposed on the Work and/or Project by the Agencies, as defined hereinafter.

§ 2.2.3 The "Agencies" or an "Agency" mean and include the Connecticut Department of Administrative Services ("DAS") and all other governmental authorities having regulatory or administrative jurisdiction over the Work and/or the Project, and all representatives or designees of DAS and such other governmental authorities.

§ 2.2.4 Legal Requirements and Agency Requirements

§ 2.2.4.1 Without limiting the responsibility of the Contractor under other provisions of the Contract Documents, the Contractor shall comply with and conduct the Work in accordance with all Legal Requirements, which shall include, without limitation, compliance with the requirements of Connecticut Regulation Sections 16a-38k-1 through 9 ("High Performance Building Requirements") to the extent such High Performance Building Requirements are specified in the Contract Documents, including without limitation any waste stream management requirements**.**

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

§ 2.2.4.3.1 Contractor shall provide Change Orders and supporting documents and other required documentation in the form required by DAS and any other Agencies. Contractor shall also maintain records and reports as required by DAS and other Agencies.

§ 2.2.4.3.2 Contractor shall preserve and maintain financial books and records relating to this Contract and the Contractor's performance of the Work for a period of five (5) years after the date of final payment, or for such longer period as may be required by Legal Requirements or the Conditions, and upon request by the Owner or an Agency, shall make such records available to the Owner and/or such Agency as needed to address any audit by an Agency, including without limitation by DAS or the State of Connecticut Commission on Human Rights and Opportunities ("CHRO"). Such records shall include, without limitation, the Contractor's accounting records including complete documentation to support accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor bids, Subcontractor or supplier invoices, purchase orders, vouchers, memoranda, written policies and procedures, Change Order files (including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; electronic or computer data, any other supporting evidence deemed necessary to substantiate charges, and other data relating to this Contract reasonably requested by the Owner or an Agency. Upon request by the Owner and/or any Agency, the Contractor shall deliver to the Owner such records, or any other records or items as are reasonably requested by the Owner in connection with any audit of the Project by the Owner or DAS in connection with any grant or financial assistance from the State of Connecticut for the Project ("DAS Grants"). The Contractor shall comply with all accounting procedures and record retention policies reasonably requested by the Owner and/or required by Legal Requirements or other Conditions, including without limitation DAS's rules and regulations relating to the DAS Grant.

§ 2.2.4.3.3 Upon request of the Owner or the Architect, the Contractor will cooperate with and assist the Owner and Architect with any audit of the Project conducted by the Owner or an Agency at any time after Substantial Completion. Such cooperation shall be at no cost to the Owner unless such cooperation is (1) in connection with an audit other than an audit by CHRO or the audit to be conduct by DAS for the Project in connection with DAS Grants, (2) provided after the close-out of the Project and demobilization by the Contractor and its Subcontractors, in which case the Contractor shall be entitled to reasonable compensation determined in the manner provided under Section 7.3.3 of AIA Document A201-2017.

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

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§ 2.2.4.5 The Contractor shall comply with Legal Requirements applicable to its performance under this Contract, including all equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities (including without limitation that identified or referenced in Sections 2.2.4.6, 8.8.3, 8.8.4, or 8.8.5 of this Agreement). The Contractor shall be responsible for all fines and penalties assessed against the Owner or the Contractor by any Agency to the extent such fines and penalties arise from the violation of any of the foregoing by the Contractor, any Subcontractor or Sub-subcontractor (as defined in Section 5.1 of the AIA Document A201-2017) or anyone for whom or which any of them is responsible.

§ 2.2.4.6 The Contractor shall be solely responsible for assuring that the procurement and award of Subcontracts for the Work is conducted in a manner consistent with applicable Legal Requirements and the Contract Documents.

§ 2.2.4.7 In procuring any Subcontracts with Subcontractors for performance of any portion of Work, the Contractor shall:

- **.1** Coordinate all processes for the solicitation of bids, selection of successful bidders, and award of Subcontracts
- **.2** Incorporate applicable requirements and regulations of the Owner and East Lyme School Builidng Committee, as applicable, and of Agencies, as required into bid documents, including without limitation, project labor agreements, compliance with prevailing wage laws and regulations, compliance with local hiring ordinances, compliance CHRO regulations and rules, and compliance with rules and requirements of DAS
- **.3** Develop and prepare bid packages in compliance with all Legal Requirements and the rules and requirements of DAS
- **.4** Solicit and engage Subcontractors with the qualifications and ability to perform the Work and complete the Project
- **.5** Lead and coordinate all pre-bid meetings and Project walk-throughs with the Owner
- **.6** Coordinate with the Owner and the Architect to manage the collection and response to question from prospective bidders
- **.7** Evaluate all bid submissions to determine qualifications and scope and recommend the lowest responsible bidder.
- **.8** Ensure state CHRO requirements are met and provide required site reporting.

§ 2.3 THE CONTRACTOR'S PROJECT TEAM

§ 2.3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's reasonable skill and judgment in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and supervision and to use Contractor's best efforts to furnish, at all times, an adequate supply of skilled workers and materials, and to perform the Work in the most expeditious and economical manner consistent with the Owner's interests.

§ 2.3.2 The Contractor's project team ("Project Team") will consist of, at a minimum, the following:
Project Executive: _____
Project Manager: _____
Superintendent: _____

The Contractor acknowledges that, in entering into this Agreement, the Owner is relying upon the fact that each of the members of the Project Team will continue to perform their services throughout the entirety of the performance of the Work. No change will be made in the membership of the Contractor's Project Team without the Owner's prior written approval, which approval shall not be unreasonably withheld. The Contractor will, upon reasonable notice from the Owner, replace any member of the Project Team whom the Owner reasonably deems unsatisfactory.

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.

[**X**] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:

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(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[X] By the following date: **AUGUST 14, 2026**

§ 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. **TIME IS OF THE ESSENCE** in the completion of the Work.

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 [**XXXXXXXX and XX/100 Dollars ($ X,XXX,XXX.XX**), 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 applicable to the Work, if any, are set forth below (the "Unit Prices"). Unit Prices shall be valid for the life of the Project and are inclusive of all costs associated with the complete performance, furnishing, and installation of the portion of the Work subject to Unit Prices including, without limitation, labor, materials, equipment, machinery, services,

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engineering, transportation, taxes and insurance as well as overhead and profit. Unit Prices shall be applicable to both additions to and deductions from the Work:
(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:
None.

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

None.

§ 4.6.1 The Contractor represents and warrants that the Drawings and Specifications and other materials and information furnished to the Contractor are sufficiently detailed to enable the Contractor to firmly establish the Contract Sum, subject to clarifications and assumptions (if any) expressly herein set forth.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect, the Owner shall, upon its determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, 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.

§ 5.1.3 Each month on or before the last business day of such month, the Contractor shall submit to the Architect and the Owner a final version of the Contractor's Application for Payment along with all required Supporting Documentation (as defined in and in accordance with Section 9.3 of AIA Document A201-2017) for all Work properly performed in the prior month. The Owner shall, subject to the provisions of Section 9.6.8 of AIA Document A201-2017, make payment to the Contractor of the amount certified by the Architect to be due and payable to the Contractor under such Application for Payment not later than thirty (30) days after the date the Architect receives the final version of the Application for Payment and all required Supporting Documentation.

§ 5.1.3.1 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, Supporting Documentation shall include, without limitation, a properly executed release and waiver of claims and mechanic's liens from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor. In addition to the foregoing, commencing with the first Application for Payment and continuing with each Application for Payment submitted thereafter, the Contractor shall provide a properly executed conditional release and waiver of claims and mechanic's liens, in form acceptable to the Owner, from the Contractor and each Subcontractor and material or equipment supplier whose Work is included on the Application for Payment subject only to receipt of payment under such Application for Payment.

§ 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 and approved by the Owner and the Architect pursuant to Section 9.2 of the AIA Document A201-2017 (the "Schedule of Values"). 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. Each Application for Payment shall include a statement showing the status of

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all pending change orders, other pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance, and a description of any Work completed.

§ 5.1.6 In accordance with AIA Document A201-2017, 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 based on the Schedule of Values;

.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;

.5 Retainage withheld pursuant to Section 5.1.7;

.6 In addition to retainage withheld pursuant to Section 5.1.7, unless the Contactor is exempted by CHRO from the requirements of, or compliance with, Connecticut General Statutes Section 46a-68e, the Owner shall withhold from each progress payment to the Contractor an amount equal to two percent (2%) of the amount otherwise due (the "CHRO Holdback"), until such time as the Contractor has filed with CHRO and caused all Subcontractors to file with CHRO all compliance reports required by CHRO pursuant to General Statutes Section 46a-68e, and such reports have been approved by the executive director of CHRO or the executive director's designee or deemed by CHRO deficient without consequence.

.7 In addition to retainage withheld pursuant to Section 5.1.7, any additional amounts required by law to be withheld or retained by the Owner due to the Contractor's failure to comply with its obligations under Connecticut General Statutes Sections 4a-60, 4a-60g, 4a-60h, or Sections 46a-68c, 46a-68d, 46a-68e and/or 46a-68f, inclusive, or as required by an order of CHRO made pursuant to Connecticut General Statutes Section 46a-56.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment, 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.)

Five percent (5%)

§ 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.)

Not applicable

§ 5.1.7.2 Intentionally omitted.

(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

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modifications.)

§ 5.1.7.3 Upon Substantial Completion of the Work and such acceptance, and consent of surety if any, the Owner may, in its sole and absolute discretion, release and make payment of all or a portion of retainage as applicable to the Work that is complete in accordance with the Contract Documents. The Owner shall not, however, be obligated to release any portion of retainage held by the Owner until the Contractor has fulfilled all of its obligations under, and in accordance with, the Contract Documents.
(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, any Subcontractor, Sub-subcontractor or any other person or entity for whom or which any of them is responsible, the Owner shall pay the Contractor any additional amounts to the extent required under 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.

§ 5.1.10 The Contractor shall use payments made under this Agreement solely for the purpose of paying for the performance of the Work pursuant to the Contract Documents. Contractor shall pay for all labor and services performed and materials, equipment and machinery supplied by others in connection with the performance of the Work in accordance with the Contract Documents and as required by applicable Legal Requirements.

§ 5.1.11 The Contractor shall pay any amounts due a Subcontractor or supplier or other person or entity providing or performing Work, whether for labor or services performed or materials, equipment or machinery furnished, not later than ten (10) days after the date the Contractor receives payment from the Owner which encompasses such labor or services performed or materials, equipment or machinery furnished by such Subcontractor or supplier or other person or entity providing or performing Work. Payment shall be the amount to which the Subcontractor or supplier or other person or entity is entitled, reflecting percentages actually retained by the Owner from payments to the Contractor on account of the portion of the Work performed by the Subcontractor or supplier or other person or entity.

The Contractor shall, by appropriate agreement with each Subcontractor or supplier or other person or entity providing or performing Work for the Contractor, require each person or entity providing or performing such Work to make payments to subconsultants or Sub-subcontractors in a similar manner. The Contractor shall include in each subcontract entered into by the Contractor with any Subcontractor or supplier or other person or entity in connection with the Work, a provision requiring the Subcontractor or supplier or other person or entity to pay any amounts due any of their Sub-subcontractors or suppliers, whether for labor or services performed or materials, equipment or machinery furnished, within thirty (30) days after such Subcontractor or supplier or other person or entity receives a payment from the Contractor which encompasses labor or services performed, or materials, equipment or machinery furnished by such sub-subcontractor or supplier.

§ 5.1.11 Retainage withheld by the Contractor on amounts due any Subcontractor or supplier or other person or entity performing or providing the Work shall not exceed five percent (5%) of such amount due.

§ 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 Work and all of its obligations under the Contract Documents 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;
- **.2** the Contractor has submitted a final Application for Payment together with all required Supporting Documentation; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 9.10 of AIA Document A201-2017.

§ 5.2.2 The Owner's final payment to the Contractor, including retainage withheld pursuant to Section 5.1.7, shall be made no

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later than **Ninety (90)** days after the Owner's acceptance of all Work required by the Contract Document and issuance of the Architect's final Certificate for Payment. The Architect's final Certificate for Payment shall not be issued unless and until all required Supporting Documentation required by the Contract Documents, and such additional information as is reasonably requested by the Owner, have been submitted to the Architect by the Contractor.

§ 5.2.2.1 Notwithstanding anything to the contrary set forth herein or in any other Contract Documents, Owner shall not be required to make final payment until the Contractor has submitted all documentation required by the Contract Documents to the Owner and the Owner has accepted the same, including without limitation, all warranties and guarantees associated with the Work and "as built" surveys in form acceptable to the Owner.

§ 5.2.2.2 In the discretion of the Owner, the Owner may make final payment to the Contractor by joint checks made payable in each case to the Contractor and the appropriate Subcontractor or supplier. The Contractor acknowledges and agrees that such payment by joint check shall constitute payment by Owner to the Contractor.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest only to the extent required by Connecticut law and, if so required, at the minimum required rate.

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

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

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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§ 6.3 Choice of Law/Forum Selection/Waiver of Jury Trial

This Agreement, the Contract, and the Contract Documents shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its choice of law or conflict of law principles which would result in the application of the laws of any jurisdiction other than the State of Connecticut and applicable federal law of the United States.

The Owner and the Contractor expressly agree and acknowledge that any action or legal proceeding by the Owner or Contractor against the other, which action or legal proceeding arises from or relates to the Contract, shall be commenced in the Superior Court of the State of Connecticut, Judicial District of Hartford at Hartford and maintained therein or in the Complex Litigation Docket at the Judicial District of Hartford, which shall be the exclusive forum and venue for any such action or legal proceeding.

THE CONTRACTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING FROM OR RELATING TO THE CONTRACT, AND AS TO ANY AND ALL CLAIMS, DISPUTES, AND/OR CAUSES OF ACTION AGAINST OR WITH OWNER WHICH ARISE OUT OF, OR ARE IN CONNECTION WITH, THE CONTRACT AND/OR THE PROJECT.

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 as provided in Article 14 of AIA Document A201-2017.

§ 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)
Diane Nazarko, Project Manager
East Lyme Facilities Department
165 Boston Post Road
East Lyme, CT 06333
Email: Diane.Nazarko@elpsk12.org
Tel: 860-691-0040

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
NAME/TITLE
STREET ADDRESS
CITY, STATE, ZIP
Email:
Tel:

§ 8.4 The Contractor's representative shall not be changed without at least ten (10) days' prior notice to the Owner and Architect.

§ 8.5 The Architect's representative:
Andrew Claar, RA
Lothrop Associates D.P.C.P.C.

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333 Westchester Avenue
White Plains, NY 10604
E-mail: aclaar@lothropassociates.com
Tel: (914) 234-8427

§ 8.6 Insurance

§ 8.6.1 The Owner and the Contractor shall purchase and maintain insurance as required and set forth in **Exhibit A** attached hereto, and elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall provide surety bonds as set forth in Section 8.6.3 and elsewhere in the Contract Documents.

§ 8.6.3.1 Contractor Performance Bond and Payment Bond

Except as set forth in subsection 8.6.3.2, the Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds
in the State of Connecticut with an AM Best rating of no less than A-, XI or who are otherwise acceptable to the Owner, as follows:

.1 a Payment Bond in the amount of 100% of the Contract Sum, for the protection of persons supplying labor or materials in the prosecution of the Work for the use of each such person; and

.2 a Performance Bond in the amount of 100% of the Contract Sum.

Payment and Performance Bonds shall be AIA Document A312-2010™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312-2010™.

§ 8.6.3.2 Letter of Credit In Lieu of Surety Bonds

If the Contractor is a small contractor or a minority business enterprise as defined by Connecticut General Statutes Section 4a-60g, the Contractor may:

.1 in lieu of providing a Payment Bond in accordance with Section 8.6.3.1.1, provide a letter of credit in an amount equal to twenty-five percent (25%) if the Contract Sum; and

.2 in lieu of providing a Performance Bond in accordance with Section 8.6.3.1.2, provide a provide a letter of credit in an amount equal to twenty-five percent (25%) if the Contract Sum.

§ 8.6.3.3 Subcontractor Payment Bonds

The Contractor shall obtain from each Subcontractor with whom the Contractor enters into a Subcontract having a Subcontract value or price of One Hundred Thousand Dollars ($100,000.00) or more, a Payment Bond for the protection of persons supplying labor or materials in the prosecution of the Work for the use of each such person, from a company or companies lawfully authorized to issue surety bonds in the State of Connecticut with an AM Best rating of no less than A-VII or who are otherwise acceptable to the Owner and the Contactor, which bond shall be in the amount of 100% of the amount of such Subcontract. Such Payment Bond shall be AIA Document A312-2010™, Payment Bond or contain provisions identical thereto.

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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.)

Notice pursuant to Section 1.6.1 of the AIA Document A201-2017 may be delivered by electronic mail to the email address for the recipient's representative identified in Sections 8.2, 8.3, and 8.5 above, as applicable. The subject line of the email shall include the address of the Project and be electronically flagged as "urgent."

§ 8.8 Other provisions:

§ 8.8.1 The Contractor hereby represents and warrants (in addition to other representations and warranties contained in the Contract Documents), as an inducement to the Owner to enter into the Contract, which representations and warranties shall survive the final completion of the Work:

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

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

.3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and

.4 the Contractor has visited the site of the Project and become familiar with the condition of the site and the Contract Documents, and knows of no reason why the Work cannot be performed as set forth in, and in the timeframe required by, the Contract Documents.

§ 8.8.2.1 Execution in Counterparts. This Agreement and any of the other Contract Documents requiring signature of the parties may be signed in two or more separate counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument, provided such instrument not be effective until each party has executed and exchanged at least one counterpart. Exchange by fax, or by email attaching an executed copy of this Agreement or other Design-Build Document so-executed, and/or in Adobe Portable Document Format (".pdf"), will be considered to be a valid and binding obligation of the executing party.

§ 8.8.2.2 Electronic Signatures. Each party agrees that the parties may, to the extent that it is permissible under applicable law, sign this Agreement or other Contract Documents requiring signature of the parties, by way of electronic signature (such as DocuSign, AdobeSign, etc.), and that that method of signature is as conclusive of each party's intent to be bound by this Agreement or other Contract Documents so-executed, as if it had been signed by each party's manual "wet ink" signature.

§ 8.8.3 Nondiscrimination Affirmation.

The Contractor affirms that, by signing this Agreement, the Contractor certifies (i) that the Contractor has reviewed Connecticut General Statutes Sections 4a-60 (portions of which are set forth in Section 3.1.7 of AIA Document A201-2017), (ii) that the Contractor understands its obligations pursuant to Section 3.1.7 of AIA Document A201-2017 and Connecticut General Statutes Section 4a-60, and (iii) that the Contractor will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements set forth in Section 3.1.7 of AIA Document A201-2017 and Connecticut General Statutes Section 4a-60(b).

§ 8.8.4 Utilization of Small Business and Minority Business Enterprises

This Contract and the Project are subject to compliance with Connecticut General Statutes Section 4a-60g and State of Connecticut law requirements for spending allocation goals ("SAGs") established by CHRO for the award of subcontracts to small contractor and/or minority business enterprises. Connecticut law requires a minimum SAG of twenty-five (25%) percent of the total state-funded portion of the Contract for award to Subcontractors holding current certification from the Connecticut Department of Administrative Services under the provisions of Connecticut General Statutes Section 4a-60g as Small Business Enterprises ("SBE"), and a minimum of 6.25% of the total state-funded portion of the Contract for award to Subcontractors holding current certification from the Connecticut Department of Administrative Services under the provisions of Connecticut General Statutes Section 4a-60g as Minority-, Women-, and/or Disabled-owned businesses ("MBEs"). The Contractor must demonstrate good faith effort to meet the SAGs for the Project.

§ 8.8.4.1 The Contractor shall perform under this Contract in accordance with Connecticut General Statutes Sections 4a-60, 4a-60g and 4a-60h in the procurement of Subcontractors to perform the Work.

§ 8.8.4.2 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, including without limitation the Contractor's utilization of reasonable steps and best suggested practices established by CHRO to achieve SAGs; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as CHRO may prescribe that are designed to promote the participation of SBEs and MBEs in public works projects.

§ 8.8.4.3 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts.

§ 8.8.5 Equal Employment Opportunity. The Contractor agrees and warrants that in the performance of the Contract, it will not discriminate or permit discrimination against any person, or group of persons, on the grounds of race, color, religious creed,

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age, marital status, national origin, sex, sexual orientation, physical disability, including but not limited to blindness, unless it is shown by the Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor shall provide to the Owner such information that Owner requests concerning the employment practices and procedures of the Contractor as relates to the provisions of this Section 8.8.5. For the purpose of the aforesaid provision, performance of the Contract shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection for retention of subcontractors, or in the procurement of materials, equipment or services.

§ 8.8.5.1 The Contractor shall hereinafter post on the Project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

§ 8.8.5.2 In all contracts between the Contractor and any Subcontractor or supplier, either for Work to be performed under a Subcontract or the procurement of materials, equipment or services, each consultant, Subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relating to non-discrimination, and each, by their contracting agent, shall agree to and be bound by the such terms of this Contract.

§ 8.8.5.3 Nothing in this Section 8.8.5 shall be deemed to relieve the Contractor from compliance with all applicable federal, state and municipal law concerning equal employment opportunity, non-discrimination, good faith efforts to award subcontracts to small contractors and minority business enterprises, and related subjects during the term of the Contract.

§ 8.8.6 Compliance with Connecticut General Statutes Section 31-52a. In the employment of labor to perform the Work specified under the Contract Documents, preference shall be given by the Contractor to residents of the State of Connecticut, who are, and continuously for at least six (6) months prior to the date of this Agreement have been, residents of the State of Connecticut, and if no such person is available then to residents of other states.

§ 8.8.7 Prevailing Wage. The Contractor shall comply with, and cause all Subcontractors and Sub-subcontractors providing labor for performance of the Work and/or off-site custom fabrication for the Work to comply with Connecticut General Statutes Section 31-53. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Lyme. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. For purposes of this Section 8.8.7, "off-site custom fabrication" means the fabrication of mechanical systems that are fabricated at a site located within the State of Connecticut other than the location of the Project, but are fabricated specifically for the Project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems; provided, "off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

§ 8.9 Successors and Assigns

The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. All terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Owner and the Contractor, and their respective administrators, legal representatives, directors, officers, employees, agents, successors and permitted assigns.

§ 8.10 Capitalization

Terms capitalized in this Agreement and the other Contract Documents include those that are (1) defined within the Contract Documents, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 8.11 Interpretation

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

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§ 8.11.2 The invalidity of any provision of any of the Contract Documents shall not invalidate this Agreement or its remaining provisions, or any other provision of any other of the Contract Documents. If it is determined by a court of competent jurisdiction or arbitrator(s) that any provision of this Agreement or any of the other Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be deemed revised to the extent necessary to make that provision legal, and/or valid and enforceable. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement, and the invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 8.12 Headings. Section headings in the Contract Documents are intended solely for convenience or reference, and they shall be given no effect in the construction or interpretation of the Contract.

§ 8.13 Rights and Remedies. The rights and remedies of the Owner that are provided for in this Agreement, and all other rights and remedies that are available to the Owner at law or in equity, are, to the extent permitted by applicable law, cumulative and are not exclusive of any other right or remedy now or hereafter available at law or in equity to the Owner. Neither the Owner's assertion of a right nor employment of a remedy shall preclude the Owner from concurrently asserting any other right or the employment of any other remedy.

§ 8.14 No action or failure to act by the Owner to enforce any provision of the Contract shall constitute a waiver of a right or duty afforded the Owner under the Contract or constitute approval of or acquiescence of the Owner in a breach by the Contractor hereunder, except as the Owner may specifically agree in writing, nor shall such action or failure to act by the Owner constitute a waiver of any such provision or a limitation upon of the right of Owner to subsequently enforce strict compliance with all provisions, terms and conditions of the Contract.

§ 8.15 Exhibits and Conflicts. To the extent that there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any other Contract Document, the provisions of this Agreement shall control, unless the provisions of the concerned other Contract Document explicitly acknowledge such a conflict and explicitly state that it is the parties' intent that such provisions of the other Contract Document control with respect to the involved topic.

§ 8.16 Entire Agreement/Modifications. There are no oral agreements between the Owner and the Contractor affecting this Agreement, and this Agreement sets forth all of the covenants and agreements between the Owner and the Contractor with regard to the performance of the Work and the subject-matter of this Agreement. This Agreement, in all of its parts, represents the entire and integrated agreement between the parties hereto relating to the subject-matter of this Agreement and the Project, and supersedes and replaces all prior negotiations, representations, and agreements, oral or written, verifiable or alleged. This Agreement may be modified only by written amendment, signed by both of the Owner and the Contractor, or by written Change Order or writing as otherwise expressly permitted and provided in this Agreement. No alteration, modification, or amendment to this Agreement shall be binding upon the Parties hereto unless by written instrument.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- **.1** This Agreement
- **.2** **Exhibit A** - Insurance Requirements
- **.3** AIA Document A201-2017, as modified by the Owner
- **.4** Building information modeling exhibit, dated as indicated below:
  (Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- **.5** Drawings

TOWN OF EAST LYME, EAST LYME PUBLIC SCHOOLS LILLIE B. HAYNES ELEMENTARY SCHOOL ROOF REPLACEMENT, 29 SOCIETY ROAD NIANTIC, CT 06357, March 2, 2026 ISSUED FOR BID, PROJECT NO: 045-0064-RR, ARCHITECT: LOTHROP ASSOCIATES ARCHITECTS D.P.C.P.C. 333 WESTCHESTER AVENUE, WHITE PLAINS, NY 10604

NUMBER	TITLE	DATE
A000	COVER SHEET	March 2, 2026
A001	ROOF KEY PLAN	March 2, 2026
A030	SITE PLAN	March 2, 2026

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User Notes:

A101.1	ROOF DEMOLITION PLAN – A	March 2, 2026
A101.2	ROOF DEMOLITION PLAN – B	March 2, 2026
A102.1	ROOF CONSTRUCTION PLAN – A	March 2, 2026
A102.2	ROOF CONSTRUCTION PLAN – B	March 2, 2026
A103.1	TAPERED LAYOUT PLAN- A	March 2, 2026
A103.2	TAPERED LAYOUT PLAN – B	March 2, 2026
A301	PARTIAL ELEVATION AND ROOF SECTIONS	March 2, 2026
A501	ROOF DETAILS	March 2, 2026
A502	ROOF DETAILS	March 2, 2026
A503	ROOF DETAILS	March 2, 2026
A504	ROOF DETAILS	March 2, 2026
A505	ROOF DETAILS	March 2, 2026
A506	ROOF DETAILS	March 2, 2026

.6 Specifications

.1 VOLUME 1 OF 1 PROJECT MANUAL – ISSUED FOR BID Lillie B. Haynes Elementary School Roof Replacement 29 Society Road, Niantic, CT Project No.: 045-0064-RR, Owner: Town of East Lyme/East Lyme Public School District, prepared by Lothrop Associates Architects D.P.C.P.C. 333 Westchester Avenue, White Plains, NY 10604 Project Manual Date: March 2, 2026

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 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.)

.1 Exhibit B – Contractor's Completed Bid Form, dated April 7, 2026
.2 Exhibit C – Connecticut Department of Labor Wage Rates - Annual Adjusted July 1st Rates, July 1, 2025
.5 Exhibit D - VOLUME 1 OF 1 PROJECT MANUAL – ISSUED FOR BID Lillie B. Haynes Elementary School Roof Replacement 29 Society Road, Niantic, CT Project No.: 045-0064-RR, Owner: Town of East Lyme/East Lyme Public School District, prepared by Lothrop Associates Architects D.P.C.P.C. 333 Westchester Avenue, White Plains, NY 10604 Project Manual Date: March 02, 2026
.6 Exhibit E - Addenda No. 1 to Invitation to Bid #2026-02, dated [MONTH, DAY, YEAR]
.7 Exhibit F - Addenda No. 2 to Invitation to Bid #2026-02, dated [MONTH, DAY, YEAR]
.8 Exhibit G- Addenda No. 3 to Invitation to Bid # #2026-02, dated [MONTH, DAY, YEAR]

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User Notes:

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
NAME/TITLE	NAME/TITLE
(Printed name and title)	*(Printed name and title)*

DRAFT

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User Notes:

EXHIBIT A
to A101-2017 Agreement dated [DATE] between
Town of East Lyme as Owner and _____ as Contractor

INSURANCE REQUIREMENTS

I. Contractor's Insurance Requirements

Before commencement of construction of the Work at the Project site, the Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Connecticut. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the AIA A201-General Conditions contained in the Bidding Documents, except that the Contractor shall maintain its Commercial General Liability Policy for seven (7) years after the date of Substantial Completion of the Work.

Insurance requirements set forth in this Exhibit A are independent of, and in addition to, the Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of coverage of insurance required hereunder. The Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereunder. The limit and coverages set forth herein are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the additional insureds to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

A. Commercial General Liability

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

(1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
(2) personal injury and advertising injury;
(3) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
(4) bodily injury or property damage arising out of completed operations;
(5) the Contractor's indemnity obligations under Section 3.18 of the AIA A201-General Conditions contained in the Bidding Documents; and
(6) electronic data liability (under endorsement ISO CG 04 37 or its equivalent).

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

(1) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;
(2) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor;
(3) Claims for bodily injury other than to employees of the insured;
(4) Claims for indemnity under Section 3.18 of the AIA A201-General Conditions contained in the Bidding Documents arising out of injury to employees of the insured;
(5) Claims or loss excluded under a prior work endorsement or other similar exclusionary language;

(6) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language;
(7) Claims related to roofing, if the Work involves roofing;
(8) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces;
(9) Claims related to earth subsidence or movement, where the Work involves such hazards;
(10) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

The Commercial General Liability coverage general aggregate limit shall apply separately to each project on a per-project basis and shall be unimpaired at commencement of the Work. The Commercial General Liability coverage shall be written on the most recent ISO occurrence form (CG 00 01) or a substitute occurrence-based form providing equivalent coverage, and shall include coverage for liability arising from premises, operations, independent contractors, products/completed operations covering construction means and methods to be maintained for no less than a period of seven (7) years after completion of the Work, personal and advertising injury, contractual liability (without requiring privity of contract), and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Commercial General Liability coverage shall apply to, and not exclude coverage for: joint negligence of the Contractor and other persons; acts and/or omissions of Subcontractors and Subcontractors' sub-subcontractors; and completed operations. In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable.

Town of East Lyme (the "Owner"), the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education, and their members, affiliates, employees, volunteers, directors, and officers, shall be included as additional insureds under the Commercial General Liability policy, to the extent commercially available using an endorsement with coverage no less than that provided under CG 20 10 07 04, CG 20 37 07 04, and, with respect to Lothrop Associates Architects D.P.C.P.C. (the "Architect"), and the Architect's consultants, CG 20 32 07 04. Insurance for additional insureds shall be as broad as the coverage provided for the named insured. Commercial General Liability coverage shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

B. Commercial Automobile Liability insurance written on the most recent ISO form CA 00 01 or its equivalent, covering vehicles owned, hired vehicles, and non-owned vehicles, including trailers, used by the Contractor and/or used in connection with the Work, with policy limits of not less than One Million Dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. If vehicles are used to transport hazardous material then ISO CA 99 48 (broadened pollution) and an MCS90 endorsement shall be included unless Pollution Liability coverage as described in Section I.H is applicable to operations and vehicles being used.

C. Umbrella or Excess liability insurance on an occurrence basis in excess of the coverages and limits required for the primary liability insurance required under Sections I.A, I.B, and I.F (Contractor's Commercial General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance), in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) unimpaired general aggregate per policy year. Umbrella or Excess coverage shall be follow form on a primary and non-contributory basis. The Umbrella or Excess insurance policies shall provide the same or greater coverage as the Contractor's Commercial General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The Umbrella or Excess insurance policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella or Excess coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability coverage, Automobile Liability, and Employer's

Liability insurance required under Sections I.A, I.B, and I.F, and Umbrella or Excess coverage for such additional insureds shall apply as primary and non-contributory before any other insurance or self-insurance or self-insured retention, including any deductible maintained by or provided to the additional insured, and shall apply without the need for privity of contract as to any additional insured.

D. The Contractor may achieve the required limits and coverage for Commercial General Liability insurance, Automobile Liability insurance, and Employers' Liability insurance, through a combination of primary and excess or umbrella "follow form" liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Sections I.A, I.B, and I.F, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers, and aggregate limits of liability shall apply separately with respect to the Work.

E. Workers' Compensation at statutory limits.
In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

F. Employers' Liability insurance with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,0000) each employee, and One Million Dollars ($1,000,000) policy limit.

G. If the Contractor is required to furnish professional services as part of the Work, including without limitation, surveying, geotechnical investigation, design, engineering, stamping of drawings or specifications, consulting, programing or development of software, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($1,000,000) per occurrence or claim and One Million Dollars ($1,000,000) in the aggregate. If Professional Liability insurance procured and maintained is on claims-made basis, the insurance policy shall have a retroactive date which shall precede the commencement of the Work and which date is no later than the policy inception date, and coverage shall be continuously maintained until at no less than seven (7) years after Substantial Completion of the Project.

H. If the Work involves the handling, abatement, clean-up, removal, transport, dissemination, use, or release of pollutants or hazardous materials, including but not limited to asbestos, PCBs, contaminated soils, and lead-based paint, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate. The policy shall provide coverage for pollution, lead, mold and asbestos liability. The policy must specifically include coverage for "asbestos, lead paint, and other hazardous building materials such as PCB's, abatement operations" and have the "Pollution Exclusion" eliminated or modified so as not to apply to any bodily injury, including but not limited to asbestos, lead paint, and other hazardous building materials such as PCB's abatement, handling, transport or disposal. All policies shall be written on an "occurrence" basis. Coverage shall include first party, third party, clean-up, legal and claim expense including transit and disposal. Full policy forms and endorsements are subject to review by the Owner.

I. Coverage under Section I.G and I.H may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

J. The Contractor's Commercial General Liability, Umbrella/Excess Liability, Automobile Liability, and Worker's Compensation Insurance policies shall include a waiver of subrogation endorsement in favor of Town of East Lyme,

the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education and their members, affiliates, employees, volunteers, directors, and officers.

K. Additional Insured Obligations.

1. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage, automobile liability coverage, and excess or umbrella coverage to include (1) Town of East Lyme, the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education and their members, affiliates, employees, volunteers, directors, and officers, 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) Town of East Lyme, the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education and their members, affiliates, employees, volunteers, directors, and officers, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any general liability insurance policies maintained by the Owner or any other additional insured and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

2. The Owner, the Architect, and the Architect's consultants, and all of their affiliates, subsidiaries and respective partners, officers, directors, agents, employees and servants, shall be named as an additional insured on the insurance policies described in Sections I.A, I.B, I.C, I.F, I.H, and I.I, without a requirement for privity of contract. The additional insured coverage in such policies procured by the Contractor, as named insured, shall not limit coverage thereunder to vicarious liability of the additional insured or liability arising out of only the named insured's negligence.

L. All insurance policies maintained by the Contractor shall be deemed primary and non-contributory to insurance maintained by any additional insured, up to and including the limits of any Umbrella or Excess coverage, in the event of loss arising out of the Contractor's performance of the Work, and all such insurance policies shall provide that where there is more than one insured thereunder the policy shall apply to each insured separately as if there were a separate policy covering each insured except with respect to the policy limits of such policy. The Contractor shall obtain certificates for each policy which evidence that coverage is in accordance with these requirements.

M. To the fullest extent permitted by law, the Contractor, for itself and its insurers, shall waive all rights of recovery and all rights of subrogation against Town of East Lyme, the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education and their members, affiliates, employees, volunteers, directors, and officers, the Engineer, and the Engineer's consultants, and their subsidiaries, affiliates, employees, volunteers, directors and officers, and any other person designated by the Owner or with whom the Owner has agreed to waive its rights in the event of loss including loss which should have been covered by the insurance required pursuant to the Contract Documents to be procured and maintained by the Contractor, for losses within the scope of any liability insurance policy which the Contractor is required to purchase and maintain pursuant to the Contract Documents and/or covered by any liability insurance policy which the Contractor in-fact purchases and maintains.

N. To the extent commercially available, all insurance policies required to be procured by the Contractor pursuant to the this Exhibit A and/or the Contract Documents and/or which the Contractor in-fact procures in connection with the Work and/or which otherwise apply to the Work or the Project, shall not prohibit and shall permit the Contractor to waive rights of subrogation against, and shall include a waiver of subrogation endorsement in favor of Town of East Lyme, the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of

Education, and their members, affiliates, employees, volunteers, directors, and officers, the Architect, and the Architect's consultants, and its subsidiaries, affiliates, employees, volunteers, directors, officers and agents.

O. Limits of coverage stated above for any insurance are minimum required amounts, and if higher limits of coverage are maintained for any coverage such higher limits will deemed to be those required by this Exhibit A and/or the Contract. Minimum coverage limits required for insurance required to be procured and maintained by the Contractor may be satisfied through any combination of primary and umbrella or excess coverage, provided there shall be no gaps in the form or limits between primary and umbrella or excess coverage. Policy limits available to any additional insured shall be the full policy limits maintained by the named insured. The amounts of insurance specified herein and agreed to by the parties are minimum requirements only and shall in no way limit the liability of the Contractor, nor the applicability or availability of the Contractor's insurance.

II. Additional General Insurance Requirements

A. Certificates of Insurance. The Contractor shall provide current certificates of insurance acceptable to the Owner evidencing compliance with the insurance requirements set forth herein and the other Bidding Documents at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section I, above. The certificates will show Town of East Lyme, the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education and their members, affiliates, employees, volunteers, directors, and officers as additional insureds on the Contractor's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of no less than A-, or otherwise acceptable to the Owner. The Contractor and its insurer(s) for each liability insurance policy required under this Exhibit A and/or any other Contract Documents shall give the Owner and any additional insured under any such policy, no less than thirty (30) days' prior written notice in advance of any termination, expiration, cancellation, or reduction or other change in coverage, and in advance the date by which renewal is required to continue coverage under any such policy, and (10) days' prior written notice of a termination or cancellation of a policy for non-payment. All certificates of insurance and notices required pursuant to the Contract Documents shall be sent by certified or registered mail to:

East Lyme School Building Committee
c/o Dr. Christian R. Lund, Director of Facilities and Technology
East Lyme Public School
165 Boston Post Road
P.O. Box 220
East Lyme, CT 06333

B. The Contractor shall provide evidence of coverage that meets the requirements of the Contract Documents (including without limitation this Exhibit A) by providing to the Owner certificates of insurance for each policy, and if requested by the Owner redacted certified copies of such polices or any part thereof deemed necessary in the sole opinion of the Owner to demonstrate compliance with the Contractor's obligations under the Contract. The Owner's acceptance of evidence of insurance shall in no way constitute or be construed as the Owner's affirmation that the Contractor has fully satisfied any or all of such obligations or the Owner's waiver of any right or claim arising out of or relating to the Contract Documents. As soon as possible after the execution of the Contract, and in no event later than seven (7) days prior to the commencement of the Work, the Contractor shall provide to the Owner certificates of

insurance and/or certified copies of the policies requested by the Owner as evidence that all insurance coverage required pursuant to the Contract Documents to be procured and maintained by the Contractor during performance of the Work has been so procured. The Contractor nor any Subcontractor may perform activities for construction of the Work at or on the Project site prior to Contractor's delivery of such evidence to the Owner, and no failure to or delay in delivering such evidence to the Owner shall constitute a basis for any increase to the Contract Sum or the Contract Time.

C. Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor. Any retention or deductible applicable on any insurance policy procured and maintained by the Contractor shall be clearly stated and shall be the sole responsibility of the Contractor together with any applicable premium charge, claim cost, penalties, assessment, tax or other costs associated with the Contractor's risk funding obligations. Self-insured retention or any deductible in excess of $100,000 shall require the Owner's prior written approval.

D. The Contractor shall ensure that all Subcontractors maintain insurance policies, written by insurance companies licensed to do business in the State of Connecticut with an AM Best rating of no less than A-, which policies are consistent with the requirements set forth in this Exhibit A and otherwise in the Contract, including without limitation, the naming of additional insureds as provided and required in Section I, above, with coverage limits not less than those required for the insurance policies required to be procured and maintained by the Contractor or such lower limits as are agreed to by the Owner in writing on a case-by-case basis for a specific Subcontractor. The Contractor shall include in all subcontract agreements the obligation of the Subcontractors to comply with these insurance requirements. The Contractor shall not permit any Subcontractor or sub-subcontractor to perform any Work on the Project site until such time as the Contractor has obtained satisfactory evidence from such Subcontractors and sub-subcontractors that the foregoing insurance requirements have been satisfied.

E. The Contractor shall require all its Subcontractors and their insurers to waive all rights of recovery against Town of East Lyme, the East Lyme School Building Committee, East Lyme Public School District, and the East Lyme Board of Education and their members, affiliates, employees, volunteers, directors, and officers, and the Architect, and the Architect's consultants, and their subsidiaries, affiliates, employees, volunteers, directors and officers, and any other person designated by the Owner or with whom the Owner has agreed to waive its rights in the event of loss, for losses covered by any policy of liability insurance which any such Subcontractor is required to purchase and maintain pursuant to the Contract Documents and/or their Subcontract with the Contractor in connection with the Work, and/or which the Subcontractor in-fact purchases and maintains in connection with the Project and/or the Work.

F. If, as a result, in whole or in part, of the negligence (or other act for which there is legal liability) of the Contractor, its employees, agents, or subcontractors of any tier, any person (including employees of the Contractor) injury or death occurs or any property is damaged, lost or destroyed, or any other loss occurs, the Contractor assumes the liability therefor and agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Owner and its affiliates, subsidiaries, partners, directors, officers, members, managers, agents, servants, employees, and volunteers harmless from any and all such injury, death, property damage or other loss, including reasonable attorneys' fees incurred in connection therewith. The foregoing obligations are independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to the Contract Documents or otherwise. The Contractor shall not be required to defend, indemnify or hold harmless an indemnitee against claims for bodily injury or property damage solely caused by or resulting from the negligence of such indemnitee.

BID FORM

PROJECT IDENTIFICATION
Town of East Lyme/East Lyme Public School District
Lillie B. Haynes Elementary School Roof Replacement
Invitation to Bid # 2026-02
State Project Number: 045-0064-RR

BID PROPOSAL SUBMITTED BY: _____
(Name and Address of Bidder)
Contact Person: _____
Tel. No. _____
Email Address: _____

THIS BID IS SUBMITTED TO: Town of East Lyme School Building Committee ("ELSBC") on behalf of the Town of East Lyme ("Owner"), 165 Boston Post Road, East Lyme, CT 06333-0176: ATTN: Dr. Christian R. Lund, Director of Facilities and Technology, East Lyme Public Schools.

The undersigned Bidder proposes and agrees, if this Bid is accepted by the Owner, to enter into a contract with Owner in the form included in the Bidding Documents to perform and furnish all work described in and reasonably inferable from the Bidding Documents ("Work") within the times set forth in the Bidding Documents for the above-referenced Project and in accordance with the other terms and conditions of the Bidding Documents, for the following sums of money:

Base Bid Amount (Lump Sum):_____($_____)

Allowance Bid Amounts – INCLUDED in lump sum above per Section 012100
Allowance 1: Metal Deck Replacement (2500 SF):_____($_____)
Allowance 2: Gypsum Concrete
Deck Replacement (2500 SF):_____($_____)

Unit Price Bid Amounts – For net additions or reductions in the work per Section 012200
Unit Price 1: Metal Deck Replacement (Cost per SF):_____($_____)
Unit Price 2: Gypsum Concrete
Deck Replacement (Cost per SF): _____($_____)

Alternates Bid Amounts – In ADDITION to lump sum above per Section 012300
Alternate 1: Cold Applied Roof Membrane:_____($_____)
Alternate 2: 30 Year Warranty:_____($_____)
Alternate 3: Roof Access Ladder with Lockable Door:_____($_____)

The Bid Amounts proposed above include all labor, materials, equipment, fixtures, systems, supplies, tools, temporary facilities, temporary transportation, supervision and other services necessary to complete the Work for the Project as described in the Bidding Documents inclusive of, without limitation all charges such as overhead, profit, general conditions, general requirements, insurance and permits.

PROVIDE THREE REFERENCES FROM PREVIOUS SIMILAR WORK

	NAME	ORGANIZATION	CONTACT #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Bidder accepts all terms and conditions of the Invitation to Bid, Instructions to Bidders and all other Bidding Documents (as defined) in the Instructions to Bidders, including, without limitation those relating to the disposition of Bid Security. This Bid will remain subject to acceptance by the Owner **for sixty (60) days** after the Bids are opened. Bidder will sign and deliver the required number of counterparts of the Contract along with the required payment and performance bonds and other documents required by the Bidding Documents within five (5) days after the Contract is presented by the Owner to the Bidder for signature.

In submitting this Bid, Bidder represents and acknowledges that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda;
2. Bidder′s failure to gain familiarity with the Bidding Documents, if any, shall in no way relieve Bidder of responsibility for all aspects of its Bid and the obligations set forth in the Bidding Documents;
3. The Bidder understands the requirements of the Bidding Documents and the scope of Work represented by the Bidding Documents to be performed by or on behalf of a Bidder;
4. Bidder has visited the Project site and become familiar with and is satisfied as to the general, local and site conditions under which the Work is to be performed, that may affect cost, progress, performance and furnishing of the Work and have correlated Bidder′s personal observations with the requirements of the Bidding Documents;
5. Bidder is familiar with and agrees to comply with all federal, state, and local Laws and regulations, ordinances, codes and orders that relate to the Project and/or performance of the Work described in the Bidding Documents and/or which may affect cost, progress, performance and furnishing of the Work;
6. Bidder has given the Owner, ELSBC, and the Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Architect is acceptable to Bidder, and Bidder acknowledges that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted;
7. Bidder has checked all of the amounts set forth in this Bid and the Schedules attached hereto and understands that neither Owner nor ELSBC will be responsible for any errors or omissions on the part of the Bidder in preparing this Bid;

8. The Base Bid Amount, Allowance Bid Amounts, Unit Price Bid Amounts, and Alternates Bid Amounts, set forth in this Bid Form includes all labor, materials, equipment, fixtures, systems, supplies, tools, temporary facilities, transportation, supervision and other services necessary to complete the Work for the Project as described in the Bidding Documents, inclusive of, without limitation, overhead, profit, general conditions, general requirements and insurance and bond costs, all without exception or qualification;
9. Bidder has confirmed and incorporated into its Bid and Bid Amounts the proper prevailing wage rate for its industry;
10. In submitting this Bid, it is understood that the right is reserved by the Owner and ELSBC to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected Bidder, all as may be in the best interest of the Owner and the East Lyme Public School District. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days after the actual date the Bids are opened;
11. Bidder will complete the Work in accordance with the Bidding Documents for the prices set forth above in the Base Bid Amount and Unit Price Bid Amounts, plus the Allowance Bid Amounts and Alternates Bid Amounts for Add Alternative Items agreed to by the Owner on the Contract;
12. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with the Bidding Documents on or before the dates or within the number of calendar days indicated in the Bidding Documents;
13. Bidder received all the Bidding Documents and following addenda, receipt all of which is hereby acknowledged by the Bidder (list Addenda by Addendum number and date):

Invitation to Bid:	Date: _____	Initials: _____
Instructions to Bidders:	Date: _____	Initials: _____
Project Manual/Specifications:	Date: _____	Initials: _____
Bid Drawings:	Date: _____	Initials: _____
Addendum #: _____	Date: _____	Initials: _____
Addendum #: _____	Date: _____	Initials: _____
Addendum #: _____	Date: _____	Initials: _____

14. The following documents are attached to and made a part of this Bid:

(1) This Bid Form

(2) Completed and executed Non-Collusion Affidavit

(3) Completed Corporate Resolution (if Bidder is a corporation)

(4) Bid Security:

[ ] Executed Bid Bond

[ ] Certified Check, Cashier's Check, Treasurer's check, or Money Order

[ ] Letter of Credit (small contractor or minority business enterprise only)

(5) Completed and executed Certification re: CGS Section 31-57b

(6) Bidder's Contractor Qualification Statement

(7) [ ] Evidence of Bidder's Ability To Obtain Performance Bond and Labor and Materials Payment Bond

or

[ ] Evidence of Bidders Ability to Provide Letters of Credit in Lieu of Performance Bond and Payment Bond (small contractor or minority business enterprise only)

Communications by the Board to the Bidder concerning this Bid shall be addressed to the contact person for the Bidder identified on the first page of this Bid Form.

Bidder certifies, under the penalty of false statement, that: (1) the information in this Bid Form and its Bid is true and accurate; (2) that the copy of any Bid Bond submitted with this Bid Form is a true, accurate and unmodified copy of the original bond issued by the Bidder′s surety for the Project; (3) that there has been no substantial change in the Bidder's financial position or corporate structure since the Bidder's most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement; and (4) that the Bid was made without fraud or collusion with any person.

In submitting this Bid, it is understood that the right is reserved by Owner and the ELSBC to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected Bidder or Bidders, all as may be in the best interest of the Owner and the East Lyme Public School District. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days after the actual date the Bids are opened.

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the Bidder.

Signed this day ___ of _____, 2026

_____(Name of Bidder)

By:_____ (Signature of individual signing on behalf of Bidder)
_____(Print name of individual signing on behalf of Bidder)
Its _____(Title)

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General Conditions of the Contract for Construction

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

Lillie B. Haynes Elementary School Roof Replacement
29 Society Road
Niantic, CT 06357 (the "Project")
East Lyme Public School District Invitation to Bid #2026-02
State Project Number: 045-0064-RR

THE OWNER:
(Name, legal status and address)

Town of East Lyme ("Owner")
165 Boston Post Road
East Lyme, CT 06333

THE ARCHITECT:
(Name, legal status and address)

Lothrop Associates Architects D.P.C.P.C.
333 Westchester Avenue
White Plains, NY 10604

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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, these General Conditions of the Contract for Construction, Supplementary Conditions and/or other Conditions to the Contract for Construction, 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 portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction between the Owner and the Contractor. 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, supplier, 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.

§ 1.1.3 The Work

The term "Work" means the construction and services required by, reasonably inferable from, and as necessary to produce the results intended 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 or to be provided by Subcontractors, material suppliers, Sub-subcontractors or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents. 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. The Drawings and details for construction and changes to the Work show layouts as taken from available original Drawings and subsequent known changes. The Contractor shall make all necessary adjustments and changes in the construction of the Work required by actual conditions existing on the date of the Agreement, at no cost to the Owner.

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

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§ 1.9 Contractor

The term "Contractor" as used in these General Conditions or any of the Contract Documents, shall mean and refer to the person identified as the "Contractor" in the Agreement.

§ 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. If the Contractor discovers any inconsistency within or among parts of the Contract Documents which set forth the requirements for the Work, or between the requirements for the Work set forth in Contract Documents and applicable standards, codes or ordinances, the Contractor shall promptly give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise instructed in writing by the Architect or the Owner, provide work or materials that comply with applicable standards, codes or ordinances, and if not in conflict with such standards, codes and ordinances, further provide work or materials of the better quality and/or greater quantity set forth in the Contract Documents as instructed by the Architect or the Owner. In the case of an inconsistency between the Drawings and Specifications, or within either that is not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. When applied to materials and equipment required for the Work, the words "furnish," "install," and "provide" shall be interpreted as follows:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload, and uncrate materials and equipment.
- .3 The word "install" shall mean to place in position, incorporate in the Work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish"
- .4 The phrase "furnish and install" shall be equivalent to the word "provide." Each shall be interpreted to mean 'the Contractor shall furnish all labor, material and equipment and install.'
- .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect
- .6 Where discrepancies or conflicts occur:
  - .1 Amendments and Addenda shall take precedence over the Specifications.
  - .2 The Specifications shall take precedence over the Drawings, provided a specification exists.
  - .3 Stated dimensions shall take precedence over scaled dimensions.
  - .4 Large-scale detail drawings shall take precedence over small-scale drawings.
  - .5 Schedules shall take precedence over other data on the drawings.
- .7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality or greater quantity, regardless of cost, will be assumed to be and shall be included in the Work. The Contractor shall not proceed with such Work until the Architect has been contacted for clarification and proper direction.
- .8 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.
- .9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

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§ 1.2.4 All work shown or referred to in the Contract Documents shall be included in the Work, excepting only those items which are specifically noted not being part of the Work or specifically noted as to be provided by the Owner.

§ 1.2.5 The Contractor shall not take advantage of obvious error or apparent discrepancy 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 the Architect may deem necessary for completion of the Work in accordance with the requirements of the Contract Documents.

§ 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 Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner in and to such Instruments of Service.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in

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Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative shall be the person designated as such in the Agreement, or a successor to such person designated by the Owner from time to time, which person shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, subject to such limitations as the Owner may specify in writing to the Contractor from time to time. Any action taken on the Owner's behalf other than by the representative so designated by Owner will not be binding upon the Owner. The Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner will provide written notification to the Contractor of the identity and contact information of any person (other than the person identified in Section 8.2 of the Agreement) that is to serve as a designated representative of the Owner.

§ 2.1.2 Intentionally omitted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. If such evidence is so requested, the Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 2.2.2 Intentionally omitted.

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits, related fees and filings that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure, file 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, unless provided otherwise in the Contract Documents.

§ 2.3.2 The Owner shall retain an engineer or architect lawfully licensed to practice professional engineering or architecture, or an entity lawfully practicing professional engineering or architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect or Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor provided the services of the Architect are still needed for the Project at the time of termination.

§ 2.3.4 The Owner shall furnish surveys describing the general physical characteristics, legal limitations, and utility locations for the site of the Project. The Contractor shall be entitled to rely on the accuracy of such surveys to extent such documents affirmatively describe or identify the general physical characteristics, legal limitations, and utility locations for the site of the Project. Notwithstanding any information contained in any such surveys received by the Contractor, the Contractor shall at all times exercise proper precautions relating to the safe performance of the Work. Any other data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits, pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings (collectively, "Site Data"), have been obtained from sources the Owner believes to be reliable. Accuracy of the

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Site Data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish such information and services with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish up to one (1) set of Contract Drawings and Specifications, and two (2) copies of each drawing which is issued after the date of the Contract. The Contractor shall pay costs of reproduction for any additional copies of Drawings or Specifications he requires. The Owner shall furnish to the Contractor, without charge, three (3) copies of Drawings and Project Manual. Additional requested by the Contractor will be furnished at the cost of reproduction, postage and handling.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect, and all deficiencies in the Work arising therefrom, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect and the deficiencies in the Work arising therefrom. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor for the Owner's cost of correcting the default or neglect and the deficiencies in the Work arising therefrom, including, without limitation, expenses, attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect, failure and deficiencies. The Contractor shall also be responsible for all the Owner's other costs, damages, delays, and associated impacts arising in the event that the Owner exercises its rights under this Section 2.5. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent necessary to pay the Owner the amounts due under this Section 2.5. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The right of the Owner to carry out the Work pursuant to this Section 2.5 shall not give rise to any duties on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. In performing any work pursuant to this Section 2.5, the Owner shall have the right to take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor or any Subcontractor.

§ 2.6 Additional Rights

The rights stated in this Article 2 shall be in addition to, and not in limitation of, any other rights of the Owner provided in the Contract Documents, or as may be available to the Owner at law or in equity.

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 and Subcontractors of all tiers shall be lawfully licensed to the extent and as 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.

§ 3.1.2.1 Unless explicit quality or standards for materials or workmanship are established in the Contract Documents for any

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portion of the Work with which the Contractor is obligated to comply, the Contractor shall perform such Work in a good and workman like manner, in a manner of good quality for the intended use, and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 3.1.2.2 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise specifically indicated in the Contract Documents. The Contractor shall comply with all manufacturer's directions, specifications and recommendations for installation, handling, sorting, adjustment and operation of materials or equipment; provided, the Contractor shall be responsible for determining whether any such directions, specifications and recommendations may safely and suitably be employed in the Work, and for notifying the Owner and Architect in advance, in writing, of any deviation or modification necessary for the safe installation or proper operation of the item of material or equipment.

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

§ 3.1.4 The Contractor shall comply, and shall cause Subcontractors of every tier to comply, with all accounting procedures and record retention policies reasonably requested by the Owner.

§ 3.1.5 Non-Resident Contractor

If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall provide evidence to the Owner prior to commencement of the Work that Contractor has complied fully with the provisions of Section 12-430(7). The Contractor is hereby notified that, if any Subcontractor or supplier performing any part of the Work under the Contract Documents is a nonresident unverified contractor, the Contractor will withhold 5% of all payments to such Subcontractor or supplier unless and until such Subcontractor or supplier provides to the Contractor a Certificate of Compliance issued by the Connecticut Department of Revenue Services as defined in the Connecticut General Statutes Section 12-430(7). A nonresident unverified contractor is a contractor without an office in the State of Connecticut that is continuously maintained, occupied and used by the contractor's regular employees regularly in attendance to carry on the contractor's business in the contractor's own name and which contractor has not been verified pursuant to the requirements of the Connecticut Department of Revenue Services. The amount withheld pursuant to Connecticut General Statutes Section 12-430(7) shall be in addition to, and not in lieu of, the retainage held by the Contractor under its Subcontract with the Subcontractor or supplier.

§ 3.1.6 Notwithstanding anything to the contrary in the Contract Documents, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable Legal Requirements (as defined in the Agreement).

§ 3.1.7 Nondiscrimination

(a) **§ 3.1.7.1** Pursuant to the requirements of Connecticut General Statutes Section 4a-60:(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 ensure 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, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 Connecticut Commission on Human Rights and Opportunities;

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(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 Connecticut Commission on Human Rights and Opportunities advising the labor union or worker' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of Section 4a-60 of the Connecticut General Statutes, Connecticut General Statutes Sections 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Connecticut Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Connecticut 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 Connecticut General Statutes Sections 4a-56 and 4a-60.

(b) The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the Project.

(c) Pursuant to Connecticut General Statutes Section 4a-60(g), the Contractor shall include the provisions of subsections (a) and (b) of this Section 3.1.7.1 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 public works contract, 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 Connecticut General Statutes Section 46a-56; provided, if the 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.

(d) The Contractor agrees to comply with the regulations referred to in this Section 3.1.7.1 as they exist on the date of the Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor shall constitute a representation that the Contractor has (i) 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, and (ii) evaluated and satisfied itself and will cause its Subcontractors to satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and physical conditions of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) anticipated availability and costs of materials, tools and equipment, and (5) except as provided in Section 10.3, and subject to the provisions of Section 3.7.4, anticipated soil and subsurface conditions of the Project site. Failure by the Contractor to comply with this Section 3.2.1 and to fully acquaint itself with conditions which may affect the Work and/or the cost thereof, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, water, other known projects in the region, applicable provisions of law, and the character and availability of equipment and facilities needed preliminary to and during the prosecution the Work, shall not relieve the Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for extension of the Contract Time or any increase in the Contract Sum. The Owner shall not be required to pay any amount, including any increase in the Contract Sum, or make any adjustment in the Contract Time, in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 3.2.1. Owner assumes no responsibility for any representations concerning conditions made by any of its officers, or employees or representatives, prior to the execution of the Contract, unless such representations are expressly stated in the Contract Documents. The provisions of this Section 3.2.1 shall not be construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents. The provisions of this Section 3.2.1 shall not be

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construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents.

§ 3.2.1.1 Execution of the Contract by the Contractor shall constitute a representation by the Contractor that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project for an amount not in excess of the Contract Sum; and (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all applicable Legal Requirements (as defined in Section 3.7.2). The Contractor shall not perform any construction activity it knows constitutes a recognized error, inconsistency, or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without reporting the error, inconsistency or omission to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs of correction.

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations and the Contractor shall be responsible for associated delays and impacts. 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. If the Contractor proceeds with such Work without obtaining further Drawings or instructions from the Owner, or without providing prompt prior written notification to the Architect and Owner, the incorrect or improperly completed/attempted Work shall be corrected by the Contractor's at its expense.

§ 3.2.5 If the Contractor fails to fulfill its obligations to report to the Architect or Owner under this Article 3, such failure shall preclude the Contractor from any subsequent Claim arising from or relating to the factors giving rise to the Contractor's obligation to make such report.

§ 3.2.6 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

§ 3.2.7 If the Contractor shall give the Architect notice of any additional Drawings, Specification or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. Requests for such information shall be made by the Contractor sufficiently in advance of the time such information is needed by the Contractor so as to permit the Architect a reasonable time for responding to such requests without affecting the progress of the Work.

§ 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

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coordinating all portions of the Work under the Contract. In no event shall the Contractor employ construction means, methods, techniques, sequences, or procedures that violate (1) requirements of any warranties applicable to the Work; or (2) any Legal Requirements.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor, Contractor's employees, Subcontractors, Sub-subcontractors, suppliers, and their respective 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.

§ 3.3.4 The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Construction Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Construction Schedule, the Contractor shall submit its proposal demonstrating the manner in which the desired rate of progress may be achieved and the Contractor shall take such steps as may be necessary to meet the Construction Schedule. Unless the Contractor has fallen behind schedule due to delays which entitle Contractor to an adjustment in the Contract Time in accordance with the terms and conditions of the Contract Documents, the taking of such steps shall be at the sole costs and expense of the Contractor. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of separate contractors.

§ 3.3.5 The Contractor's coordination of Work shall include, without limitation, review of all shop drawings (including, without limitation, architectural, civil, structural, mechanical, and electrical shop drawings) submitted by Subcontractors for various trades or subdivisions of work, as indicated by Contractor's approval in accordance with Section 3.12.

§ 3.3.6 The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations, and measurements for all of the Work. Contractor shall verify the figures shown on the Drawings before laying out the Work and will be responsible for any errors or inaccuracies resulting from Contractor's failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of: (1) any conflicts between (a) the Drawings, the Specifications or any Modification to the Drawings or the Specifications and (b) the actual layout of the Work, or (2) any conflicts or inconsistencies in the Drawings, the Specifications or any Modification to the Drawings or the Specifications themselves, Contractor shall promptly notify the Architect. If the Contractor proceeds without the Architect's clarification and instruction on the matter, the Contractor shall proceed at Contractor's own risk.

§ 3.4 Labor and Materials

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

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

§ 3.4.3 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents and the Contractor's Standard of Care will be achieved. 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.

§ 3.4.3.1 The Contractor shall take all necessary steps to ensure harmony between persons performing labor as part of the Work. The Contractor shall perform Work in accordance with Legal Requirements, including regulations, applicable to the Project labor.

§ 3.4.3.2 The Contractor shall be solely responsible for the proper and safe operation and maintenance of all utility systems within the areas of site where the Work is performed, whether supplied by the Owner's distribution system or otherwise, until the Work is complete and accepted by the Owner and the Owner has notified the Contractor that other arrangements for utility

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service have been made. The Contractor shall maintain, protect, and/or operate equipment or facilities within the site construction area which serve the distribution system, subject to periodic inspection by the Owner's on-site personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of responsibilities in connection with operation, maintenance and protection of these facilities and equipment. The Contractor shall notify the Owner's representatives no less than 72 hours in advance of the desire to extend, connect, disconnect, turn on or off any steam, electric, water or other service from the Owner's utility supply systems at the site. The actual operation shall be witnessed and approved by authorized representatives of the Owner. All plumbing, heating and electrical work, including installation of equipment and any other Work to be performed by the Contractor, shall be performed without interference with the Owner's normal operations at the site.

§ 3.4.3.3 The Owner will supply to the Contractor all water and electricity reasonably required for construction of the Work at the Project site. Utilities furnished by the Owner will be discontinued if, in the opinion of the Owner, wastefully used by the Contractor. The Contractor shall supply all hoses, extension cords, etc., necessary for the proper installation of the Work.

§ 3.4.3.4 Adequate toilet facilities for use during construction of the Work shall be provided by the Contractor.

§ 3.4.3.5 The Contractor shall be responsible for materials which are removed from the Work and to be subsequently re-installed as part of the Work. All cost, damage and loss of such materials while removed from the Work shall be the responsibility of the Contractor.

§ 3.4.4.1 As required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Lyme. If the Contractor or any Subcontractor is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund, the Contractor or such Subcontractor pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

§ 3.4.4.2 As required pursuant to Connecticut General Statutes Section 31-53b, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on the Project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under Connecticut General Statutes Section 31-53 on the Project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268 and that any plumber or electrician subject to the continuing education requirements of Connecticut General Statutes Section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 3.4.4.3 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the Work specified under the Contract Documents, preference shall be given by the Contractor to residents of the State of Connecticut, who are, and continuously for at least six (6) months prior to the date of this Agreement have been, residents of the State of Connecticut, and if no such person is available then to residents of other states.

§ 3.4.5 If the Contractor desires to substitute a product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor may propose to do so in a written request delivered to the Architect and the Owner in accordance with the Contract Documents. Any such request shall include all such data as the Architect requires to evaluate products. Any written request for a substitution by the Contractor shall be a representation by the Contractor to the Owner that: (1) the Contractor has investigated the product or method proposed to be substituted and found it to be equivalent to or better than the product or method specified in the Contract Documents, (2) except to the extent otherwise expressly stated in such request, the Contractor is waiving any Claim for additional costs related to such substitution; (3) the Contractor will provide the same

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warranty for the substitution that the Contractor would for that specified; (4) the substitution will not entail changes in detail and construction of related Work; and (5) the Contractor shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects. The Architect's decision shall be final. If any requested substitution is so approved by the Architect, the Contractor shall be responsible, at its sole cost and expense, for space requirements of the substitutions, execution of necessary changes in adjacent and relocated Work or affected parts of the building, execution of necessary changes in adjacent and relocated Work which resulting from such substitutions. The Contractor shall be responsible for any delays required for evaluation of proposed substitutions.

§ 3.4.5.1 Substitutions not properly approved and authorized in accordance with the Contract Documents, and work, materials or equipment which fail to perform under proper use and normal wear for intended purposes, may be deemed defective in the discretion of the Owner or the Architect. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be incorporated in the Work.

§ 3.4.6 The Owner's prior written approval shall be required for the Contractor to utilize any "equal" materials or equipment other than a particular brand or make of material or equipment or "equal" specified in the Contract Documents.

§ 3.5 Warranty

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

§ 3.5.2 The Contractor shall procure and assign to the Owner at the time of Substantial Completion of the Work any and all Subcontractor, manufacturer and supplier warranties relating to any materials, equipment and labor incorporated in the Work. Such warranties shall supplement the warranties provided by the Contractor in Section 3.5.1. All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3.1 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all the Work against defects resulting from the use of material, workmanship or equipment which is inferior, defective, or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of two (2) years from the date of issuance of the Certificate of Substantial Completion for the Project.

§ 3.5.3.2 Specified Product Warranty is a warranty issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties. The Contractor shall cause all Specified Product Warranties required by the Contract Documents to be issued for the benefit of the Owner.

§ 3.5.3.3 Coincidental Product Warranty is a warranty available on a product incorporated into the Work, by virtue of manufacturer's publication of warranty, without requiring a warranty application. The Contractor shall identify each Coincidental Product Warranty applicable to the Work.

§ 3.5.3.4 Warranty Obligations. Notwithstanding any other provision in these General Conditions:

.1 the Contractor shall restore, or remove and replace, warrantied Work to its originally specified condition, at such time during the applicable warranty as the Work does not comply with or fulfill the terms of such warranty;

.2 the Contractor shall restore or remove and replace other Work which has been damaged by failure of warrantied Work, or which must be removed and replaced to gain access to warrantied Work;

.3 pay for and be solely responsible for the cost of restoration or removal and replacement of warrantied Work or Work affected by the Contractor's performance of its warranty obligations with respect to the Work, without regard to whether the Owner has already benefited from use of failing Work;

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.5 upon restoration or removal and replacement of warrantied Work, the Contractor shall reinstate the applicable warranty by issuing newly executed warranty documents for at least the remaining period of time of the original warranty, provided such warranty period shall not be less than half of the original warranty period;

.6 warranties and warranty periods shall not diminish implied warranties, and shall not deprive the Owner of any rights or remedies otherwise available for the Contractor's failure to fulfill the requirements of the Contract Documents;

.7 Owner reserves the right to reject Coincidental Product Warranties which conflict with or are less than the requirements of the Contract Documents;

.8 the Contractor shall furnish fully executed warranties to the Owner in accordance with these General Conditions and the Contract Documents, including without limitation Specification Section 017700.

§ 3.5.4 The Contractor further agrees that each Subcontract shall contain a warranty of the portion of the Work performed thereunder in the same form as the above stated warranty of Contractor. Included in said warranty shall be the statement that it shall be enforceable directly by the Owner if the Owner so elects. The warranty of any Subcontractor shall not relieve the Contractor of its warranty as set forth above and the Owner may look to the Contractor, directly, and in the first instance to correct any defects in the Work.

§ 3.5.5 The representations and warranties under this Section 3.5 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 3.5.6 The representations and warranties set forth in this Section 3.5 shall survive final payment and termination of the Contract.

§ 3.6 Taxes

The Owner is exempt from the payment of sales, use and similar taxes. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included in the Contract Sum. A sales tax certificate will be provided to the Contractor by the Owner upon request.

§ 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, certifications and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and required by applicable Legal Requirements as of the effective date of this Contract. The Contractor shall provide the Owner and Architect with reproductions of all permits, licenses, permissions, certifications, and receipts for payments and, upon submission of the final Application for Payment, shall deliver all originals of such documents to the Owner with copies to the Architect.

§ 3.7.2 The Contractor shall comply with, be responsible for performance of the Work in accordance with, and give notices required by all applicable local, state and federal laws, statutes, ordinances, codes, building codes, rules, regulations, permits, and lawful orders enacted, promulgated, issued or ordered by any governmental body or public or quasi-public authority having jurisdiction over the Work, the Contractor and/ or the site of the Project (collectively, the "**Legal Requirements**"). Legal Requirements shall include, without limitation, those relating to equal opportunity, labor, wages and employment laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the Project, the Contract, any Subcontract and/or the performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable Legal Requirements, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or

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decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains, or encounters 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 Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. The Contractor shall provide the Owner with after-hours telephone numbers by which the superintendent may be contacted in the event of an emergency.

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

§ 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. The list of all supervisory personnel, including the project manager and superintendent that the Contractor intends to use on the Project shall be submitted to the Owner for approval prior to the commencement of the Work. The Contractor shall not engage supervisory personnel other than as approved by Owner. The Contractor shall not change and/or replace such personnel without prior written notice to and approval from the Owner (except in the case where such personnel's employment with Contractor has terminated), and shall not change or replace such supervisory personnel with any individual who does not have equivalent or superior experience and qualifications than the person to be replaced by such individual.

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§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, and no later than the Project pre-construction conference, shall submit for the Owner's and Architect's approval, a proposed construction schedule for the Work. The proposed construction schedule (i) shall comply with all of the applicable requirements of, and shall not exceed time limits current under, the Contract Documents, (ii) shall be in such form and detail and include such content as required by the Owner, (iii) shall be related to the entire Project to the extent required by the Contract Documents, (iv) shall provide for expeditious and practicable execution of the Work for completion within the time limits current under the Contract Documents; (v) shall include the date of commencement of the Work, interim schedule milestone dates, and the date required for Substantial Completion; and (vi) shall include an apportionment of the Work by construction activity and the time required for completion of each portion of the Work. If the Owner requires a precedence-style critical path method (CPM) schedule, the proposed construction schedule shall also: (a) provide a graphic representation of all activities and events that will occur during performance of the Work: (b) identify each phase of construction and occupancy (if applicable): and (c) set forth dates that are critical in ensuring the timely and orderly completion of the Work (hereinafter referred to as "Milestone Dates"). If the proposed construction schedule is not accepted by the Owner, the Contractor shall promptly modify the proposed construction schedule in accordance with the recommendations of the Owner and the Architect and resubmit the revised schedules for acceptance. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent construction schedules submitted to and approved by the Owner and Architect (as so approved, the "Construction Schedule").

§ 3.10.4 The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. The Construction Schedule shall be updated to reflect actual conditions ("Progress Reports") (which updated schedule shall be subject to the approval of the Owner and the Architect) at appropriate intervals as determined by the Contractor and as required by the conditions of the Work and the Project (but in no event less frequently than weekly) or as otherwise requested by the Owner. In the event any Progress Report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work as of a Milestone Date has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purposes of ensuring the Contractor's compliance with the accepted construction schedule as adjusted for time extensions granted pursuant to Section 8.3. Except as provided in Section 8.3, the Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner pursuant to this Section 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that that Contractor's performance of the Work will comply with any Milestone Date or the Substantial Completion Date, as the same may be extended by Change Order.

§ 3.10.6 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the Owner's operations. Any postponement, rescheduling or performance of the Work under this Section 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Section 8.3, and an equitable adjustment in the Contract Sum, to the extent permitted under the Contract Documents, if: (1) the performance of

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the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents and (2) such rescheduling or postponement is requested by or required for the convenience of the Owner. Without limiting the foregoing, the Contractor will not be entitled to an extension of the Contract Time or an adjustment of the Contract Sum to the extent the interfering Work so interferes as a result of the negligent act or omission of the Contractor or any Subcontractor or Sub-subcontractor or the failure of any of the same to perform the Work in a manner consistent with the Contract Documents, including Section 3.10.3 hereof.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including a record set of Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. The record set of documents shall reflect all deviations from the Drawings and Specifications and shall be updated in detail from time to time to reflect the actual progress of the Work. The Owner and the Architect shall have free and complete access to such documents during the construction of the Work. Upon Substantial Completion of the Work, the Contractor shall furnish to the Owner through the Architect one set of "as built" plans in such form as the Owner shall require. Such plans shall completely record all Work in place and serve as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals shall be marked as reviewed by the Contractor for compliance with the Contract Documents and approved by the Contractor. Those that are not so marked may be returned by the Architect without action. The Contractor shall meet with the Architect in a timely fashion to discuss the schedule of submittals required under Section 3.10.2 and shall thereafter timely prepare and submit for approval by the Architect a schedule of submittals for the Work. The Owner and Architect shall be entitled to rely upon the accuracy and completeness of all calculations and certifications required by the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings,

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

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

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

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

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

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable Legal Requirements and the Contract Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall locate, protect, and save from damage or disruption utilities and utility services lines of all kinds, either above or below grade found in the areas affected by the Work. The Contractor shall be responsible for all damage caused to such utilities by the operation of equipment or machinery, the delivery of materials, or as the direct or indirect result of any of the Work, and shall repair all such damage at its expense and as part of the Work included in the Contract Documents.

§ 3.13.3 The Contractor shall use only specifically assigned areas for parking, storage of materials, and construction operations, and such other areas as are authorized by the Owner. The Contractor shall comply with all Legal Requirements, including without limitation local municipal regulations, applicable to the use of and parking on public streets.

§ 3.13.4 The Contractor shall repair streets, drives, curbs, sidewalks, landscaping, and the other existing improvements at the site that are disturbed or damaged by the Contractor's construction operations, and restore the same to an equal condition as existed prior to any such disturbance or damage.

§ 3.13.5 The Contractor shall provide its own access to the existing building, and shall neither block nor interfere with the Owner's ordinary building operations, traffic, or parking facilities at the site, except as authorized in writing by the Owner.

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§ 3.13.6 The Contractor shall be assigned, and shall use, and single point of access to the site of the Project, which shall be clearly posted with a Project sign approved by the Owner.

§ 3.13.7. Schedule for Contractor's Use of the Site.

§ 3.13.7.1 The Contractor shall perform construction of the Work on-site during the following hours: Monday through Friday, 7:00 a.m. through 6:00 p.m., EST. While school is in session at the Project site, the Contractor shall restrict Work activities to paved areas adjacent to the building, shall restrict deliveries and trucking to the building drive entrance to the Work area (southeast laydown area), and shall keep all public ways near the building clear of materials and traffic between the hours of 7:30a.m. through 8:15 a.m. to allow for student drop off, and 1:30 p.m. through 2:15 p.m. for student pick-up.

§ 3.13.7.2 The Contractor shall not have access to the Project site on May 8, 2026 or June 15, 2026, due to student testing in the school building. Weekend or holiday Work on the Project site shall not be allowed unless previously approved by the Owner.

§ 3.13.7.2 The Contractor shall comply with all local noise ordinances in the performance of the Work.

§ 3.14 Cutting and Patching

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

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

§ 3.14.3 Unless authorized in writing by the Owner and the Architect, structural elements of the Work shall not be cut, patched, or otherwise altered or repaired. Existing work that is cut, damaged, disturbed, or otherwise interfered with by the Contractor, a Subcontractor, or anyone for whom any of them is responsible shall be fully, properly and carefully repaired by the responsible Contractor or Subcontractor. All such repairs shall be completed to the satisfaction of the Architect, and shall match similar existing adjoining work.

§ 3.14.4 The Contractor shall install all required sleeves and inserts for any built-in building component required for the Work, and shall not cut any existing finished materials or structural elements at the site unless and until the Contractor submits appropriate detail drawings to the Architect and Owner, and the Architect and Owner provide their written approval. Cutting and patching of all building elements caused by failure to provide or properly locate sleeves, forms and inserts, incorrect location of work or failure to cooperate with other trades, shall be performed by the Contractor at no additional cost to the Owner. Such repair work shall be carried out by mechanics skilled in the repair trade concerned, with due regard to trade practices, and with suitable protection of existing Work, all at no cost to the Owner.

§ 3.15 Cleaning Up

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

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

§ 3.15.3 The Contractor shall remove all stains, spots, marks, debris and dirt resulting from construction operations from all surfaces of the existing building, and shall clean the entire site and Project grounds upon completion of the Work to the satisfaction of the Owner.

§ 3.16 Access to Work

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

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, the East Lyme School Building Committee, East Lyme Public School District, East Lyme Board of Education, the Architect, the Architect's consultants, and all of their respective directors, members of governing boards, officials, officers, partners, employees, shareholders, members, managers, beneficiaries, agents and representatives (each an "Indemnitee") 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, but only to the extent caused by the negligent acts or omissions, violations of Legal Requirements, or breach of contract by the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The obligations of the Contractor under the foregoing indemnity shall include, without limitation, to the fullest extent permitted by law, any and all claims (including attorneys' fees resulting therefrom) directly or indirectly arising or alleged to arise (1) out of the performance of or the failure to perform the Work, or the condition of the Work, the job site, adjoining land or driveways, or streets or alleys used in connection with the performance of the Work, and from any and all claims by workmen, suppliers or Subcontractors who are involved in the performance of the Work, and (2) under any scaffolding, structural work or safe place law or any law with respect to the protection of adjacent landowners. These indemnification obligations are not intended to include liability for damage arising out of bodily injury to person or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees, nor shall such obligations be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, a Sub-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 or a Sub-subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 To the fullest extent permitted by law, the Contractor shall further indemnify, defend and hold harmless each Indemnitee from and against (1) all claims for payment by any Subcontractor or supplier of any tier, (2) any and all actions, lawsuits, claims and proceedings brought against the Indemnitee as a result of liens filed against the Work, the Project site or any improvements thereon (referred to collectively as "Liens") by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them, and (3) all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any Lien, claim or other claim for payment by any Subcontractor or supplier of any tier. The Contractor shall pay any judgment or Lien resulting from any such actions, lawsuits, or proceedings. Upon receipt of notice of a Lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the Lien or other claim for payment has been asserted. The Contractor's obligations under this Section 3.18.3 are conditioned upon Owner having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the Lien or claim and for which indemnification is sought.

§ 3.18.4 The Contractor shall bear any and all reasonable expenses incurred by any Indemnitee because of any claim or other matter indemnified against under this Section 3.18, including without limitation, attorneys' and consultants' fees and expenses, court costs, and costs related to the defense of, or preparing for the defense against, any such claim. If any such claim has not been settled or discharged or bonded at the time of final completion of the Work, and if such claim is not covered in full by a policy of insurance then in effect from a reputable and financially sound insurance company which has not declined or reserved the right to decline coverage of such claim, the Owner may withhold an amount equal to two hundred percent (200%) of the outstanding claim until any such claim is paid or settled or the Contractor provides a bond, acceptable to the Owner, to satisfy such claim.

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§ 3.19 Meetings

§ 3.19.1 A qualified representative of the Contractor shall attend periodic progress meetings held at such time and as such place as the Architect or the Owner shall designate.

§ 3.19.2 The Contractor shall schedule and conduct progress meetings at the Project site on a weekly basis. Attendance is required of each Subcontractor, supplier, or other entity whose portion of the Work is currently the subject of concern or discussion or planning of future construction activities. Contractor shall provide the Owner and Architect with forty-eight (48) hours prior notice of each such progress meeting and be permitted to attend and participate in the meetings.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect, if retained by the Owner to do so, 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. All of the Architect's Contract administration services described in this Section 4.2 and otherwise described in the Contract Documents will be performed by the Architect if retained to do so by the Owner. If the Owner does not retain the Architect for these services, the Owner shall provide written notice to the Contractor of the person(s) who shall perform these Contract administration services.

§ 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 such portion of the Work is, and when the Work is fully completed the entirety of the Work 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. The Owner may elect to have an observer, in addition to the Architect's, present during the Work, who will record and report to the Owner any deviation in the Work from the requirements of the Contract Documents, and the progress of the Work. The observer shall have no authority to act on behalf of the Owner with respect to the Contract or Project, and no authority to change the Work or the requirements of the Contract Documents, to direct the Work, suspend the Work, or approve Submittals or Shop Drawings.

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site and, unless expressly provided otherwise, refers to subcontractors or any and all tiers other than Subcontractors. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

§ 5.2.1.1 The Contractor shall solicit bids for the performance of the Work from, and award subcontracts to, Subcontractors all in accordance with the requirements set forth in the Agreement and in compliance with applicable Legal Requirements.

§ 5.2.1.2 If requested by the Owner, the Contractor shall provide to the Owner copies of all Subcontracts and supply agreements entered into by the Contractor for the Work.

§ 5.2.2 The Contractor shall not enter into any subcontract with a proposed person or entity for such person or entity to perform any of the Contractor's obligations under the Contract, for whom the Owner has not provided its express prior written approval.

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Contractor wishes to substitute a different person or entity for a person or entity previously selected and approved as a Subcontractor pursuant to this Section 5.2, the procedure set forth in this Section 5.2 and as may be provided in the Agreement shall be followed.

§ 5.3 Subcontractual Relations

Any part of the Work performed by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and Subcontractor, which form of Subcontract shall be reasonably satisfactory to the Owner in all respects. Copies of all Subcontractor bids or proposals shall, upon request of Owner, be submitted to the Owner and Architect. All Subcontracts shall provide that each Subcontractor, to the extent of the Work to be performed by the Subcontractor, be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar

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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 and supply 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 pursuant to and in accordance with Section 14 of these General Conditions and only for those Subcontract and supply agreements that the Owner accepts by notifying the Subcontractor or supplier and the Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the Subcontract to the extent such rights and obligations arise subsequent to Owner's acceptance of the assignment. The Contractor agrees to execute any and all other documents required to effect this assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 60 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the Subcontract and/or supply agreement to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the contract documents comprising each such separate contract shall, in each case, mean the contractor who executes each separate contract with the Owner.

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

§ 6.1.4 Intentionally omitted.

§ 6.2 Mutual Responsibility

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

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

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Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, disruption of the work of such Separate Contractor, improperly timed activities or defective construction. The Owner shall have the right to off-set such costs against any amounts owed to the Contractor by the Owner. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, Separate Contractor's disruption of the Work, improperly timed activities, damage to the Work or defective construction provided that the Contractor promptly notifies the Owner of such delays, disruption, activities, damage or defective construction.

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

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

§ 6.2.6 Upon the Owner's request, the Contractor shall defend any proceedings brought against the Owner by any Separate Contractor on account of any damage alleged to have been caused by the Contractor which arises from the Contractor's failure to comply with the terms and conditions of Sections 6.1 and 6.2.

§ 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, as the Architect deems appropriate in its sole discretion.

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, only by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

§ 7.1.4 In the case of a change in the Work proposed by the Owner or a proposed Change Order submitted by the Contractor, upon the request of the Owner or the Architect (with the Owner's approval), the Contractor shall submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change in the Work. Such estimates shall be provided without cost to the Owner. The Contractor's estimate shall indicate the description, quantity, and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as all other costs chargeable under the terms of this Article 7. Unit labor costs for the installation of each item of materials shall be provided if required by the Architect. The Contractor shall promptly revise and resubmit such estimate if the Architect determines that it is not in compliance with the requirements of this Section 7.1.4, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work. The Contractor shall also state in the estimate any change in the Contract Time that would result from the change or extra 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

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stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 A Change Order executed by the Owner and the Contractor shall constitute a final settlement of all matters relating to the subject matter of the Change Order including, without limitation, compensation to be paid to the Contractor in connection with any change in the Work required by the Change Order (provided that the Work that is the subject of such change is performed in a manner consistent with the provisions of the Contract Documents and the applicable Change Order), including but not limited to all direct and indirect costs, profit, overhead, extended overhead, loss of productivity and general conditions associated with such change, and any and all adjustments to the Contract Sum, the Construction Schedule, and to the Contract Time. In the event a Change Order affects an increase in the Contract Sum, Contractor shall include the work covered by such the Change Order in Applications for Payment for such work as if the work were originally part of the Work as set forth in the Contract Documents.

§ 7.2.3 Notwithstanding anything to the contrary set forth in these General Conditions, if the Agreement sets forth the methodology for calculating adjustments in the Contract Sum associated with a change in the Work, and if, under the terms of the Contract Documents, an adjustment in the Contract Sum would be required, then the adjustment will be based on such methodology unless otherwise mutually agreed by the parties. This paragraph shall be applicable in the case of a change in the Work effected by a Change Order as well as a Construction Change Directive.

§ 7.2.4 Unless otherwise instructed by the Owner, Change Orders shall be prepared on the form AIA G-701.

§ 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:

(i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(ii) Unit prices stated in the Contract Documents or subsequently agreed upon;

(iii) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(iv) As provided in Section 7.3.4.

§ 7.3.3.1 Notwithstanding anything to the contrary contained in the foregoing provisions of this Section 7.3, in the case of a change in the Work for which the Contractor is entitled to an adjustment in the Contract Sum under the terms and conditions of the Contract Documents, such adjustment shall be limited as follows:

(i) For that portion of the change in the Work that is self-performed by the Contractor, the Contractor's overhead and profit on such Work shall not exceed fifteen percent (15%) of the net increase in the Contractor's direct costs incurred in the performance of such Work;

(ii) For that portion of the change in the Work that is performed by Subcontractors, the Contractor's markup for overhead and profit on such subcontracted Work shall not exceed five percent (5%) of the amount invoiced to the Contractor by the Subcontractors for that Work;

(iii) For that portion of the change in the Work that is performed by a first-tier Subcontractor, that Subcontractor's overhead and profit on its portion of the change in the Work shall not exceed ten percent (10%) of the net increase in the Subcontractor's costs incurred in the performance of such Work directly by such Subcontractor

(iv) For that portion of the change in the Work that is performed by a first-tier Subcontractor, that Subcontractor's markup for overhead and profit on its portion of the Change in the Work shall not exceed five percent (5%) of

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the amount invoiced to that Subcontractor by Sub-subcontractors or suppliers for that Work; and

(v) The aggregate markup of Contractor, Subcontractors and Sub-subcontractors in connection with any change in the Work shall not exceed twenty percent (20%) of the net increase in the Cost of the Work for labor, materials and/or equipment arising from such change.

These limitations set forth in this Section 7.3.3.1 shall apply to both additions to and deductions from the Contract Sum.

For change order Work that is the subject of Unit Prices under the Contract Documents, there will be no markup permitted on the applicable Unit Prices.

The Contractor shall include the markup limitations set forth in this Section 7.3.3.1 in all Subcontracts and require in all Subcontracts that the Subcontractors include such limitations in all lower tier Subcontracts.

§ 7.3.3.2 All Change Orders and Construction Change Directives shall provide itemized accounting that provides a detailed break-out of all materials and labor rates applicable thereto, including:

(i) Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

(ii) Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

(iii) Fair market rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others provided, if rented from the Contractor, such rental and the rental rates have been approved by the Owner;

(iv) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

(v) Additional costs of supervision and field office personnel directly attributable to the change to the extent permitted under the Contract Documents.

§ 7.3.3.3 The costs described in Section 7.3.3.2 shall not include any of the following:

(i) Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically approved by the Owner;

(ii) Expenses of the Contractor's principal office and offices other than the site office;

(iii) Overhead and general expenses, except as may be expressly included in Section 7.3.3.1;

(iv) The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

(v) Costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract Documents; or

(vi) Any cost not described in Section 7.3.3.2.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement and subject to the limitations set forth in Section 7.3.3.1. In such case, and also under Section 7.3.3(iii), the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs (not to exceed fair market rental costs) of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others provided, if rented from the Contractor, such rental and the rental rates have been approved by the Owner;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change to the extent permitted under the Contract Documents.

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

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

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

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

§ 7.3.9 Pending final determination of the total cost to the Owner of a Construction Change Directive, 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 actual costs incurred by the Contractor in the performance of the work under a Construction Change Directive which are substantiated to the reasonable satisfaction of the Architect; provided that such costs are of the type included in the Cost of the Work as described in the Contract Documents and such Construction Change Directive is not made necessary by the negligent act or omission of the Contractor, a Subcontractor or anyone for whom any of them is responsible. This interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date Substantial Completion is achieved as provided in Section 9.8.1.

§ 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

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Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is capable of completing the Work within the Contract Time.

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion of the Work in accordance with the Contract Documents within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) changes ordered in the Work by the Owner, which changes were not necessitated by the fault of the Contractor, a Subcontractor, a Sub-subcontractor, a material or equipment supplier or anyone for whom any of them is responsible; (3) area-wide labor disputes not directed at the Contractor or any of its Subcontractors, or by illegal labor actions or disputes; (4) fire, unusual and unanticipated delay in deliveries, unavoidable casualties, abnormally adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (5) delay authorized by the Owner pending mediation and binding dispute resolution; or (6) other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine; provided that (i) any such delay has the effect of delaying completion of components of the Work on any critical path indicated in the Construction Schedule, (ii) any such delay is not caused by, or could not have been avoided by the exercise of reasonable efforts of the Contractor, (iii) any such delay could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and (iv) such delay has an impact of at least one (1) day.

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

§ 8.3.3 No Damage For Delay. Notwithstanding anything to the contrary set forth in the Contract Documents, the Owner shall not be liable to the Contractor or any Subcontractor for Claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the procedures set forth in the Contract Documents. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any Claim for damages for any delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Architect, or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of the Contract Time, if appropriate.

§ 8.3.4 It is expressly understood that notwithstanding anything to the contrary set forth in the Contract Documents, no Subcontractor shall be entitled to make any Claim for additional compensation, costs or damages against the Contractor (nor may the Contractor assert against Owner such Claims as pass-through claims of Subcontractor or otherwise) for delay. Unless agreed by Owner in writing, Contractor shall include in every Subcontract a 'No-Damage-For-Delay' provision in a form reasonably approved by the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 Intentionally omitted.

§ 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, upon the approval thereof by the Owner and the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of

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values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1.1 Not later than seven (7) calendar days before the date established for submission of a final version of an Application for Payment pursuant to the Agreement, the Contractor shall submit to the Architect and the Owner for review and consideration a draft itemized Application for Payment prepared in accordance with the Contract Documents and the Schedule of Values for portions of the Work completed and projected to be completed during such month. The draft Application shall be submitted along with all data, information and documentation substantiating the Contractor's right to payment as required under the Contract Documents and as may otherwise be required by the Owner or Architect (collectively, the "Supporting Documentation"). Within five (5) days of the Contractor's submission of a draft Application for Payment, the Architect and Owner shall notify the Contractor of any necessary changes to be included in the Contractor's final version of the Application for Payment. Subsequent to the Architect's and the Owner's review and comment, the Contractor shall make all necessary changes to the draft Application for Payment and resubmit a final version of the Application for Payment to the Architect and the Owner for payment as provided in Section 9.3.1 and Article 5 of the Agreement.

§ 9.3.1.2 "Supporting Documentation" may include, without limitation, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, releases and waivers of liens and claims from the Contractor, Subcontractors, Sub-subcontractors and suppliers, and other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor to others on account of the Contractor's cost of performing the Work equal or exceed progress payments already received by the Contractor.

§ 9.3.1.3 No later than the fifth (5th) business day of each month, the Contractor shall submit to the Architect an itemized final version of an Application for Payment prepared in accordance with the Schedule of Values for portions of the Work completed during the preceding month, inclusive of the value of materials delivered and suitably stored at the Project site during the month covered by such Application for Payment. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of claims and liens from Subcontractors, Sub-subcontractors, and suppliers, and shall reflect retainage as provided for in the Contract Documents. Within five (5) days of submission of the final version of the Application for Payment and Supporting Documentation, the Architect shall approve or deny the Application for Payment as described by Section 9.4.1 below. Within thirty (30) days of Contractor's submission of a final version of an Application for Payment and Supporting Documentation, the Owner shall make payment to the Contractor of the amount certified by the Architect in a Certificate for Payment to be paid to the Contractor.

§ 9.3.1.4 Applications for Payment shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.5 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.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents or prohibited by an Agency (as defined in the Agreement) or any person or entity providing funding for the Project, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. The Contractor shall protect such stored materials and equipment from fire, theft, vandalism, weather and other damage and such items shall be available at all times for inspection by the Owner and the Architect. If approved in advance by the Owner, and not prohibited by an Agency or any person or entity providing funding for the Project, 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 (which insurance shall include coverage naming the Owner, the East Lyme School Building Committee, East Lyme Public School District, East Lyme Board of Education, and such others as may be identified by the Owner from time to time, if any, as additional insureds,

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and which shall specify and relate to the address where the stored materials and equipment are located including, if applicable, the Project site), storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall be responsible for protection of all such materials from loss or damage, at no additional cost to the Owner, until such materials are incorporated into the Work on-site, whether or not paid for by the Owner.

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

§ 9.3.3.1 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed release and waiver of claims in a form acceptable to the Owner, from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor. In addition to the foregoing, if requested by the Owner, commencing with the first Application for Payment and continuing with each Application for Payment submitted thereafter, the Contractor shall also provide a properly executed conditional release and waiver of claims in form acceptable to the Owner from the Contractor and each Subcontractor and material or equipment supplier whose Work is included on the Application for Payment subject only to receipt of payment under such Application for Payment.

§ 9.3.4 Unless otherwise required by the Owner, Applications for Payment shall be on AIA Documents G702 and G703.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within ten(10) days after receipt of the final version of Contractor's Application for Payment and Supporting Documentation submitted therewith, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

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.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials, or equipment, in accordance with the provisions of the Contract Documents and the applicable agreement between the Contractor and the Subcontractor or supplier with respect to the Project and/or the Work;

.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;

.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 amounts previously paid to the Contractor are in excess of amounts properly due the Contractor; or

.9 failure of the Contractor to comply with any of the Contractor's indemnification obligations under the Contract Documents.

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. Upon request by the Owner, the Contractor shall properly endorse such joint checks to enable the deposit thereof by the other payee. If the Owner makes payments by joint check, the Owner shall notify the Architect and such payments shall be reflected on the Contractor's subsequent Applications for Payment as payments received by the Contractor. Architect

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall use payments made under the Contract solely for the purpose of performance of the Work pursuant to the Contract Documents. Contractor shall pay for all labor and services performed and materials, equipment and machinery supplied by others in connection with the performance of the Work, in accordance with the Contract Documents and as required by applicable Legal Requirements.

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that, and subject to the same requirements as are, 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 and/or applicable Legal Requirements.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the

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Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Any provision in the Contract Documents to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent that the Contractor has not performed the Work or supplied the materials, for which payment is requested, in accordance with the Contract Documents.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment in accordance with the requirements of the Contract Documents, through no fault of the Contractor, within ten (10) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ten (10) days after the date such payment is due to be paid by the Owner pursuant to the terms of the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten (10) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's actual reasonable additional costs incurred as a result of shutdown and start-up.

§ 9.8 Substantial Completion

§ 9.8.1 The Work shall be considered to be "Substantially Complete(d)" or to have reached "Substantial Completion" on the date as determined by the Architect when (1) the entirety of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for the use for which it is intended (subject only items on the Punchlist, the completion of which can be accomplished within thirty (30) days without interfering with the actual use of the Work by the Owner or those claiming by, through or under the Owner), (2) the Contractor has obtained a temporary or permanent certificate of occupancy for the Work permitting the lawful occupancy of the entire Project or such other permits, approvals, licenses, and other documents, for which the Contractor is responsible, from any governmental authority having jurisdiction thereof which are necessary for the beneficial occupancy and use of the building, and (3) the Architect has issued a Certificate of Substantial Completion for the entirety of the Work pursuant to Section 9.8.4 of these General Conditions.

Without limitation of the foregoing, Substantial Completion of the Work shall not be deemed to have occurred until construction and installation of all facilities and systems (including but not limited to instrumentation and controls) are complete in all respects as required for the issuance of all required use and occupancy permits and approvals by all applicable governmental authorities. Further, if and to the extent applicable given the Work required to be performed under the Contract Documents, Substantial Completion shall require full commissioning and operation of all automatic systems, including but not limited to testing of individual system components and equipment and full operational startup and certification testing.

The Contractor shall be responsible for the coordination of the commissioning and closeout of the Project. Contractor shall prepare all documentation required by the Owner and the State of Connecticut Department of Administrative Services ("DAS") in connection with grant(s) or other financial assistance by the State of Connecticut to the Owner for the Project and compliance with State audit requirements applicable to the Project and/or any such grants.

§ 9.8.2 When the Contractor considers that the Work 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 (the "Punchlist"). Failure to include an item on the Punchlist 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 Punchlist, 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 as described in Section 9.8.1(1), the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work is Substantially Complete (with the exception of the Architect's issuance of a Certificate of Substantial Completion), the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities,

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damage to the Work and insurance; and fix the time within which the Contractor shall finish all remaining items on the Punchlist accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit the Punchlist to the Architect as provided under Section 9.8.2 and 9.8.3. 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. The facility shall be occupied and open to normal use during part or all of the construction of the Work. Such normal usage of the facility shall in no way affect the insurance coverages required pursuant to the Contract Documents, including without limitation Article 11.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and the Owner will promptly make such inspection. When the Architect and the Owner find 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 and the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents not previously delivered shall be assembled and delivered by the Contractor to the Owner and Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and all other close-out deliverables (including those set forth in Section 9.10.2 below) have been received and accepted by the Owner.

§ 9.10.2 The Contractor shall be required to submit the following to the Owner and the Architect, in the form satisfactory to the Owner, as conditions to the issuance of a final Certificate for Payment and delivery of final payment:

(1) an affidavit and waiver of claims attesting 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, which shall include, without limitation product liability and completed operations, for the six (6) year period following final completion and evidence that such insurance will not be canceled or allowed to expire;
(3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;
(4) consent of surety to final payment, on AIA Document G706 or G707;
(5) final prints for record drawing use marked by the Contractor with record information as set forth in the Contract

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Documents;

(6) all guarantees and warranties to which the Owner is entitled hereunder including documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, including without limitation, the Contractor's guarantee that for no less than two (2) years after the date Substantial Completion the Contractor shall correct and/or replace all defective workmanship, supplies, and/or materials included in the Work to the satisfaction of the Owner;

(7) a final sworn statement from the Contractor duly executed and acknowledged showing all Subcontractors to be fully paid and similar sworn statements from Subcontractors and, where appropriate, from Sub-subcontractors;

(8) satisfactory proof that all claims, including taxes (if any), arising out of the Work (including any claims of Subcontractors or suppliers) have been released or bonded and other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract signed by each Subcontractor, Sub-subcontractor and material supplier who performed or provided Work or materials under the Contract Documents and conditioned only upon receipt of final payment, the amount of which is consistent with the final Application for Payment, all to the extent and in such form as may be designated by the Owner;

(9) final documents of similar nature to those required by the Contract Documents for any monthly payments hereunder;

(10) all final permits, approvals (including, without limitation, the approval of the Owner's insurance company, if required and requested in a timely fashion) certificates (including, without limitation, certificates in respect of electrical systems and life safety systems) and authorizations for use and occupancy of the Project required by any authority having jurisdiction, including any building permits, temporary and unconditioned permanent and full certificate of occupancy and any other necessary occupancy and use permits;

(11) formally prepared "as built" drawings, records and related data including all field notes of all the Work (such drawings shall be in the form of "mylar" reproducible drawings, or as otherwise called for in the Contract Documents);

(12) the Operating and Maintenance Manual for the Project as provided below;

(13) a final statement of accounting for all allowances in form satisfactory to the Owner and/or DAS; and

(14) delivery of all spare parts required to be submitted pursuant to the Contract Documents.

§ 9.10.2.1 The "Operating and Maintenance Manual" for the Project shall be defined in the Contract Documents. Except as required otherwise by the Contract Documents, the "Operating and Maintenance Manual" for the Project shall contain, as applicable to the Work, (1) full information for each item of mechanical, electrical, or other operating equipment, copies of warranties therefor, schematic diagrams of control systems, circuit directories for each electric and communications panel board, and charts showing the tagging of all valves; and (2) complete keying schedules, paint color schedules, and paint color samples. Each volume of the manual shall be clearly indexed, and shall include a directory of all Subcontractors and maintenance contractors, indicating the area of responsibility of each, and the name and telephone number of the responsible member of each organization. The volumes shall be in both electronic and in bound book form.

§ 9.10.2.2 If a Subcontractor, Sub-subcontractor or supplier refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If no such bond is provided, the Owner may, without limiting its remedies under law, in equity, or under the Contract Documents, withhold the portion of final payment claimed to be due by the relevant Subcontractor, Sub-subcontractor or supplier until such lien, claim, security interest, or encumbrance is resolved. The Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging or otherwise resolving such lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.3 If the final documentation submitted by the Contractor is not deemed complete by the Owner or if the Owner deems the Work incomplete in any respect, the Contractor shall promptly complete any such Work and shall promptly resubmit the final documentation.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, any Subcontractor, Sub-subcontractor, supplier or any other person or entity for whom or which any of them is responsible, or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the

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written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 Intentionally omitted.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by the applicable Legal Requirements, the Contract Documents or as reasonably requested by the Owner in connection with the performance of the Contract. The Contractor shall monitor all job site safety and promptly report deficiencies to responsible Subcontractors and to the Owner.

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by the Legal Requirements, bearing on safety of persons or property or their protection from damage, injury, or loss, including without limitation of Connecticut General Statutes Section 31-40m relating to toxic substances, the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, as amended, and regulations and standards promulgated thereunder, and/or ordinances, rules, regulations and lawful orders of governmental authorities bearing on safety of persons or property or the environment or their protection from damage, injury, destruction, pollution or loss. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and suppliers, and Sub-subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of the failure of the Contractor's agents, employees, Subcontractors or suppliers, or of any Sub-subcontractor, to so comply.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible for all measures necessary to protect any property adjacent to the Project and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Contractor at its cost and expense.

§ 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 obtain all necessary permits from regulating agencies, exercise utmost care, and carry on such activities under supervision of properly qualified personnel, and strictly and fully comply with all applicable Legal Requirements relating to the storage or use explosives or other hazardous materials or equipment.

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

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supplier, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are separate from and in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Contractor shall protect and maintain in operation all existing pipelines, conduits, sewers, drains, poles, wiring and similar conditions at the site which are within the area for construction of the Work, whether or not specifically shown on the Drawings. The Contractor shall ensure that all such items are protected, supported and/or moved as necessary for performance of the Work.

§ 10.2.9 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area.

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

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

§ 10.2.12 The Contractor shall remove and replace with new Work, at the Contractor's own expense, any Work damaged by failure to provide protection pursuant to Sections 10.2.10 and 10.2.11.

§ 10.2.13 Fire Protection: During any flame cutting and/or welding operation for the Work, the Contractor shall use or require Subcontractors or other persons performing such Work to use incombustible curtains and blankets to intercept, contain, and otherwise prevent the spread of hot metal, sparks and burning embers. In the performance of such Work, the Contractor shall employ a watchperson equipped with portable fire extinguishing equipment to maintain a fire watch continuously during all flame cutting and welding operation and for four (4) hours minimum thereafter. No flammable rubbish or liquid shall be kept in any part of the existing buildings at the site, except one-gallon quantities in approved safety cans or sealed metal containers. All fire doors at the site shall be kept clear of rubbish and in operating condition, and closed during non-working hours. The Contractor shall not allow any locking and blocking of any door in the existing building at the site during nonworking hours except entrance doors. Used construction materials, solvent soaked rags, empty volatile containers, and any other material or container which may be combustible shall be removed from the site each day at the conclusion of construction activities for the Work.

§ 10.2.14 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials whether the same occurs while Work is in progress or not, and during the day or at night, or on weekdays, weekends or holidays.

§ 10.2.15 The Contractor shall protect and prevent damage to all finished and unfinished phases of the Work during the course of the Project.

§ 10.2.16 Securing the Site

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The Contractor is responsible for securing, and preventing access by unauthorized individuals to, the Project site from such date as the Contractor, Subcontractors, suppliers, consultants, or agents commence the Work until the date of Final Completion, unless the Owner and Contractor agree in writing to an earlier date.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic, or words of similar import or regulatory effect, and any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls (collectively, "Hazardous Materials"). If the Contractor believes its Work will disturb or otherwise implicate any actual or suspected Hazardous Material or encounters a Hazardous Material not addressed in the Contract Documents, the Contractor shall not disturb any such Hazardous Material, immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and foreseeable bodily injury or death to persons resulting from such Hazardous Material. If such reasonable precautions will be inadequate to prevent release of and exposure to Hazardous Materials, or foreseeable bodily injury and death, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area.

§ 10.3.2 Upon receipt of the Contractor's notice pursuant to Section 10.3.1 of the existence of actual or suspect Hazardous Materials not addressed in the Contract Documents, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the Hazardous Material or substance reported by the Contractor and, in the event such Hazardous Material or substance is found to be present, to cause it to be rendered harmless or abated, or otherwise obtain verification from such licensed laboratory that such Hazardous Material or substances has been rendered harmless. When the Hazardous Material or substance has been rendered harmless and/or otherwise abated in accordance with all applicable Legal Requirements, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown and start-up.

§ 10.3.3 Intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for Hazardous Materials or substances the Contractor, any Subcontractor, Sub-subcontractor, materialman or supplier, or any person or entity for whom or which any of them is responsible, brings to the site. The Contractor shall be responsible for the Contractor's fault or negligence and the fault of negligence of any of any Subcontractor, Sub-subcontractor, materialman or supplier, or any person or entity for whom or which any of them is responsible to the Owner, in the use and handling of such Hazardous Materials or substances required by the Contract Documents and/or a failure by any of them to comply with the Contract Documents or applicable Legal Requirements. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic except to the extent required by the Contract Documents.

§ 10.3.5 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, the East Lyme School Building Committee, East Lyme Public School District, East Lyme Board of Education, and their its agents and employees, against claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from (1) an actual or suspect Hazardous Material which the Contractor, any Subcontractor, Sub-subcontractor, supplier or any other person or entity for whom or which any of them is responsible to the Owner, brings to the Project site and negligently handles, or (2) the Contractor's failure to perform its obligations under Section 10.3.1, except to the extent that the claims, damages, losses, costs and expenses are due to the Owner's fault or negligence.

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

§ 10.3.7 The Contractor shall perform all required procedures necessary to ensure that there will be no release, discharge, spillage, uncontrolled loss, seepage or filtration (each a "Release") of any Hazardous Material brought on the Project site by the Contractor, any Subcontractor, Sub-subcontractor or supplier in the course of the performance of the Work. The

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Contractor is responsible for any and all costs and liabilities associated with the investigation and remediation of any such Release, or as required by regulating authorities having jurisdiction under any of the applicable Legal Requirements, and holds the Owner, its employees and agents, and the fee owner of the Project site (if other than the Owner), harmless against any current or future liabilities resulting from such incidents.

§ 10.3.8 All material and equipment furnished under the Contract Documents shall be free of asbestos, lead based paint, and PCBs. Unless otherwise specified in the Contract Documents, any material or equipment containing these, and any other Hazardous Materials shall be considered defective and shall be removed by the Contractor at the Contractor's sole expense.

§ 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. The Contractor shall promptly notify insurers as applicable, and the Architect and the Owner of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Architect and the Owner a written report including description of circumstances of the emergency and details of actions taken.

§ 10.4.1 The Contractor shall furnish the Owner and Architect, in writing, the names, addresses and telephone numbers of the Contractor's personnel to be contacted in the event of an emergency, including without limitation emergencies that occur after normal working hours.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized and properly licensed to issue insurance in the jurisdiction where the Project is located. The Owner, East Lyme School Building Committee, East Lyme Public School District, East Lyme Board of Education, and such other parties as are identified in the Contract Documents and such others as may be required by the Owner, shall be named as additional insureds under the Contractor's liability insurance policies required under the Contract Documents to be procured and maintained by the Contractor.

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as customarily maintained by the Owner.

§ 11.2.2 Property Insurance. If the Contractor is required under the Contract Documents to maintain property insurance for the Project and fails to purchase and maintain such insurance, with all of the coverages and in the amounts described in the

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Agreement or elsewhere in the Contract Documents, the Contractor shall be responsible to the Owner for all of the Owner's losses, costs and damages caused by, arising from or attributable thereto to the extent that such losses, costs and damages would have been covered by such insurance.

§ 11.2.3 Notice of Cancellation or Expiration of Contractor's Required Property Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of property insurance required to be maintained by the Contractor under the Contract Documents, if any, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner, upon receipt of notice from the Contractor, the Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance or responsibility to the Owner pursuant to Section 11.2.2.

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 Intentionally omitted.

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 5 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner may settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Performance Bond and Payment Bond

§ 11.6.1 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

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Contract Documents on the date of execution of the Contract.

§ 11.6.2 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.

§ 11.6.3 The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the Contract Sum resulting from Change Orders.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at the Contractor's sole expense after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to modify the Contractor's obligations under Section 3.5 or to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific

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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.

§ 12.2.6 Audits

Upon request of the Owner, the Contractor will cooperate, and secure the cooperation of all Subcontractors, suppliers, and Sub-subcontractors, and assist the Owner during any audit of the Project conducted by the Owner and/or DAS at any time after Substantial Completion at no cost to the Owner. Such cooperation shall include providing the Owner with access to all records related to the Project.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable Legal Requirements. 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 and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and the Owner may be present for and observe such inspections, testing or approval. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids from Subcontractors are received or negotiations concluded. Unless otherwise provided in the Contract Documents, the Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as provided in the Agreement.

§ 13.6 Prohibited Activities and Background Check Requirements

§ 13.6.1 Contractor shall comply with all applicable Legal Requirements including, without limitation, Connecticut General Statutes Section 10-222c, as applicable.

§ 13.6.2 Interaction with School Community. The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the "School Grounds"). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the Owner's schools) with respect to the Project with the exception of the Owner's Designated Representative as provided in the Agreement. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

§ 13.6.3 Background and Employment History Checks

§ 13.6.3.1 To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any

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Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the Owner, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

§ 13.6.3.2 The Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the Owner (which request shall be made in the Owner's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its students, or any minor children.

§ 13.6.3.3 The Contractor shall include and shall require all Subcontractors to include this Section 13.6 in all Subcontracts for the Project.

§ 13.6.3.4 By execution of the Contract, the Contractor represents and warrants that it has fully complied with the requirements of this Section 13.6. To the extent permitted by law, the Contractor agrees that upon the Owner's request, Contractor shall promptly provide the Owner with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Section.

§ 13.6.3.5 Failure by the Contractor to comply with its obligations under this Section 13.6 shall constitute a material breach of the Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other governmental 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; or
- **.3** Because the Owner has repeatedly defaulted, beyond any applicable notice and cure periods, in its payment obligations to the Contractor under the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, supplier or any of their respective agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion of the Work, 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 ten days' prior written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment pursuant to the Contract Documents for Work executed in accordance with the Contract Documents, along with direct costs incurred by the Contractor by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, supplier or their respective agents or employees or any other persons or entities performing portions of the Work by or on behalf of any of them, because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important and critical to the progress of the Work, the Contractor may, upon 10 additional days' prior written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 The notice of termination delivered pursuant to Section 14.1.3 or 14.1.4 must state with specificity the means by

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which the Owner may cure its nonperformance, and the Contractor shall not terminate the Contract if, within the applicable ten (10) day period, the Owner substantially takes such curative measures.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may, without prejudice to and without waiving any other rights or remedies the Owner may have, terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents;
- **.5** institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;
- **.6** abandons the Work;
- **.7** fails to prosecute the Work promptly and diligently;
- **.8** submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified;
- **.9** fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective Subcontracts or otherwise breaches its obligations under any Subcontract with a Subcontractor; or
- **.10** after a mechanics or materialman's lien or notice of lien is filed against any part of the Work or the Project site, the lien and underlying claim are not promptly resolved as required under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to and without waiving any other rights or remedies the Owner may have, and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, and without prejudice and without waiving any other rights or remedies the Owner may have, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit to the extent provided and permitted in the Contract Documents. 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

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the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed in accordance with the Contract Documents and direct costs incurred by reason of the termination, including costs directly attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

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§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. No extension of the Contract Time will be granted for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation government agency.

§ 15.1.7 Intentionally omitted.

§ 15.1.8 Notwithstanding anything to the contrary herein or in the Contract Documents, neither the Contract Sum nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, its subcontractors of any tier, or of anyone for whose performance the Contractor is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 45 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 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

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change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Intentionally Omitted

§ 15.4.1 Intentionally omitted.
§ 15.4.1.1 Intentionally omitted.
§ 15.4.2 Intentionally omitted.
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§ 15.4.4 Intentionally omitted.

§ 15.4.4.1 Intentionally omitted.
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§ 15.4.4.3 Intentionally omitted.

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SECTION 011000
SUMMARY

PART 1 GENERAL

1.1 PROJECT

A. Project Name: Lillie B. Haynes ES Roof Replacement

B. Owner's Name: Town of East Lyme

C. Architect's Name: Lothrop Associates Architects D.P.C.P.C.

D. The Project consists of the alteration at the Lille B. Haynes Elementary School as follows:
   1. Remove existing built-up roof system and replace with new 2 ply modified bituminous roof system.
   2. All work as indicated in the construction documents

E. Contract Time
   1. Contract Start Date: Date of notice to proceed
   2. Construction Start Date: End of School Day, Tuesday June 16, 2026
   3. Substantial Completion: Saturday August 22, 2026

1.2 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price

1.3 DESCRIPTION OF ALTERATIONS WORK

A. Scope of the work is as follows:
   1. Selective demolition of existing built up roof system down to structural deck.
   2. Provide 2 Ply Modified Bituminous Membrane Roofing roof system, including increased insulation .
   3. All work as indicated on the construction documents

B. Plumbing: Remove and replace existing roof drains. Alter drain plumbing/ leaders to accommodate new drains. modify vent and extend vent piping to accommodate new flashings.

C. HVAC: Remove and reset mechanical equipment to accommodate raised flashing heights. .

D. Electrical Power and Lighting: Disconnect and connect mechanical equipment, lights and other devices to install new roof system..

1.4 OWNER OCCUPANCY

A. East Lyme Public Schools is expected to continue to occupy adjacent portions of the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate East Lyme Public Schools operations.

D. Schedule the Work to accommodate East Lyme Public Schools- occupancy.

1.5 CONTRACTOR USE OF SITE AND PREMISES

A. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

B. Time and Access Restrictions:
   1. Limit conduct of the hours of 7:00 am to 5:00 pm Monday through Friday.
   2. Interior access: Normal custodial hours 7:00 am to 4:00 pm Monday through Friday from June 17, 2026 (End of School year) until August 22, 2026. Access for all interior work will be required to be coordinated with the Custodial Department and their maintenance and cleaning schedules.
   3. Contractor should also coordinate all work activities with School District's ground crew and there mowing, trimming and landscaping activities.

C. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012100
ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Quantity allowances.
   2. Contingency allowances.

C. Related Requirements:
   1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
   2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
   3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
   4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
   1. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. ALLOWANCE #1: Quantity allowance: include in the base bid Two Thousand Five Hundred (2,500) square foot allowance for all labor, material, and equipment associated with the removal and replacement of metal roof deck

B. ALLOWANCE #2: Quantity allowance: include in the base bid Two Thousand Five Hundred (2,500) square foot allowance for all labor, material, and equipment associated with the removal and replacement of gypsum concrete roof deck

3.4 Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

3.5 NOTE: All UNUSED allowances will be credited back to the owner based on the unit prices included in the contract.

END OF SECTION

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SECTION 012200
UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:
   1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
   2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price # 1: Description-Removal and replacement of damaged metal roof deck with new metal roof deck
   1. Description: All labor, materials, and equipment required to remove and replace existing metal roof deck with new metal roof deck to match existing gauge and thickness.
   2. Unit of Measurement: 1 Square foot of metal roof deck replacement.
   3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price #2: Description: Removal and replacement of damaged gypsum concrete roof deck with new metal roof deck
   1. Description: All labor, materials, and equipment required to remove and replace existing gypsum concrete roof deck with new metal roof deck to match existing thickness.
   2. Unit of Measurement: 1 Square foot of gypsum concrete roof deck replacement
   3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION

SECTION 012300
ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

SUMMARY

THIS SECTION INCLUDES ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS GOVERNING ALTERNATES.

DEFINITIONS

A. Definition: An Alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

PROCEDURES

A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
   1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

EXECUTE ACCEPTED ALTERNATES UNDER THE SAME CONDITIONS AS OTHER WORK OF THIS CONTRACT.

6.1 SCHEDULE OF ALTERNATES

A. Were indicated on the Bid form state the amount to be added to or deducted from the Base Bid amount for:

ALTERNATE NO. 1: PROVIDE COLD APPLIED 2-PLY LOW VOC ROOFING

1. Provide an **ADD** Alternate for all labor, materials, and equipment to provide **Cold applied 2-ply Low VOC Asphalt roofing** In lieu of base contract Hot applied 2-ply modified asphalt roofing systems as detailed specification section 075200 “MODIFIED BITUMINOUS MEMBRANE ROOFING"

ALTERNATE NO. 2: PROVIDE 30 YEAR ROOF SYSTEM WARRANTY

1. Provide an **ADD** Alternate for all labor, materials, and equipment to provide **30 YEAR ROOF SYSTEM WARRANTY** In lieu of base contract 20 Year Roof System Warranty as detailed specification section 075200 “MODIFIED BITUMINOUS MEMBRANE ROOFING"

ALTERNATE NO. 3: PROVIDE ROOF ACCESS LADDER WITH LOCKABLE DOOR

1. Provide an **ADD** Alternate for all labor, materials, and equipment to provide a **ROOF ACCESS LADDER WITH LOCKABLE DOOR** as detailed KEYED CONSTRUCTION NOTE C17 on drawing A102.1

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION NOT APPLICABLE

END OF SECTION

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.2 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Submittal procedures, coordination.

B. Section 016000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.3 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
   1. Note explicitly any non-compliant characteristics.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.

1. No specific form is required. Contractor's Substitution Request documentation must include the following:
   a. Project Information:
      1) Official project name and number, and any additional required identifiers established in Contract Documents.
   b. Substitution Request Information:
      1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      2) Indication of whether the substitution is for cause or convenience.
      3) Issue date.
      4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
      5) Description of Substitution.
      6) Reason why the specified item cannot be provided.
      7) Differences between proposed substitution and specified item.
      8) Description of how proposed substitution affects other parts of work.
   c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
      1) Physical characteristics.
      2) In-service performance.
      3) Expected durability.
      4) Visual effect.
      5) Warranties.
      6) Other salient features and requirements.
      7) Include, as appropriate or requested, the following types of documentation:
         a) Product Data:
         b) Certificates, test, reports or similar qualification data.
         c) Drawings, when required to show impact on adjacent construction elements.
   d. Impact of Substitution:
      1) Savings to Owner for accepting substitution.
      2) Change to Contract Time due to accepting substitution.

D. Limit each request to a single proposed substitution item.
   1. Submit an electronic document, combining the request form with supporting data into single document.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Submittal Time Restrictions:
   1. Owner will consider requests for substitutions only if submitted prior to the date for receipt of bids.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Architect will consider requests for substitutions only within 15 days after date of Agreement.

B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

C. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
   1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
   2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
   3. Bear the costs engendered by proposed substitution of:
      a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

D. Substitutions will not be considered under one or more of the following circumstances:
   1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
   2. Without a separate written request.
   3. When acceptance will require revisions to Contract Documents.

3.4 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.
   1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.5 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

A. See Section 017800 - Closeout Submittals, for closeout submittals.

B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

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SECTION 012600
CONTRACT MODIFICATION PROCEDURES

GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710
   1. Work Change Proposal Requests issued by Owner or Architect are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Owner or Architect] are not instructions either to stop work in progress or to execute the proposed change.
   2. Within the time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Total combined overhead and profit for contactor and their subcontractor not to exceed 15%.
      e. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Owner and Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Total combined overhead and profit for contactor and their subcontractor not to exceed 15%.
6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
7. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Owner and Architect may issue a Construction Change Directive. A Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PRODUCTS (NOT USED)

EXECUTION (NOT USED)

END OF SECTION 012600

SECTION 012900
PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to Architect at the earliest possible date, but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Arrange schedule of values consistent with format of AIA Document G703
   2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
      a. Divide each breakdown into separate line items for labor and materials
   3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
      a. Differentiate between items stored on-site and items stored off-site.
      b. Provide separate line items for each breakdown for labor and materials WHERE APPLICABLE.
   4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
   5. Provide separate line item for punchlist in the amount of five (5) percent of the Contract Sum and subcontract amount.
   6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
   7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling two (2) percent of the Contract Sum and subcontract amount.

8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit final version of each Application for Payment to Architect by the last day business day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month
1. Submit draft copy of Application for Payment by no later than seven (7) days before the day the final version of the Application for Payment is due as indicated in the General Conditions, for review by Architect.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. Copies of building permits.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706.
5. AIA Document G706A.
6. AIA Document G707.
7. Evidence that claims have been settled.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 013000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Progress meetings.

D. Construction progress schedule.

E. Contractor's daily reports.

F. Progress photographs.

G. Submittals for review, information, and project closeout.

H. Number of copies of submittals.

I. Requests for Interpretation (RFI) procedures.

J. Submittal procedures.

1.2 RELATED REQUIREMENTS

A. Section 016000 - Product Requirements: General product requirements.

B. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.

C. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 REFERENCE STANDARDS

A. AIA G716 - Request for Information; 2004.

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

B. Make the following types of submittals to Architect:
   1. Requests for Interpretation (RFI).
   2. Requests for substitution.

3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Design data.
6. Manufacturer's instructions and field reports.
7. Applications for payment and change order requests.
8. Progress schedules.
9. Correction Punch List and Final Correction Punch List for Substantial Completion.
10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Attendance Required:
1. Owner.
2. Architect.
3. Contractor.

B. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing the parties of the Contract and Architect.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.

C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.2 PROGRESS MEETINGS

A. Attendance Required:
1. Contractor.
2. Owner.
3. Architect.
4. Contractor's superintendent.
5. Major subcontractors.

B. Agenda:
1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.

4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to work.

C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

3.4 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
1. Date.
2. High and low temperatures, and general weather conditions.
3. List of subcontractors at Project site.
4. Approximate count of personnel at Project site.
   a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
5. Major equipment at Project site.
6. Material deliveries.
7. Safety, environmental, or industrial relations incidents.
8. Meetings and significant decisions.
9. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
10. Testing and/or inspections performed.
11. Signature of Contractor's authorized representative.

3.5 PROGRESS PHOTOGRAPHS

A. Submit new photographs once a week, within 3 days after being taken.

B. Photography Type: Digital; electronic files.

C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.

D. In addition to periodic, recurring views, take photographs of each of the following events:
1. Structural framing in progress and upon completion.
2. Enclosure of building, upon completion each roof section
3. Final completion, minimum of ten (10) photos.

E. Take photographs as evidence of existing project conditions as follows:
1. Interior views: 10.
2. Exterior views: 10.

F. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
2. Provide factual presentation.
3. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Via email.
2. File Naming: Include project identification, date and time of view, and view identification.
3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
4. All photos to include digital time stamp

3.6 REQUESTS FOR INTERPRETATION (RFI)

A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.

b. Do not forward requests which solely require internal coordination between subcontractors.

2. Prepare in a format and with content acceptable to Architect
   a. submit electronicall as singe PDF file..

D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
      a. Approval of submittals (use procedures specified elsewhere in this section).
      b. Approval of substitutions (see Section - 016000 - Product Requirements)
      c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
   2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
   3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Discrete and consecutive RFI number, and descriptive subject/title.
   2. Issue date, and requested reply date.
   3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
   4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
   5. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.

H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
   1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
   1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
   2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
   3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
   4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.7 SUBMITTAL SCHEDULE

A. Submit to Architect for review a schedule for submittals in tabular format.
   1. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

3.8 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

3.9 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.

7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
1. PDF submission to be one combined file

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES

A. General Requirements:
1. All submittals except samples to be in electronic format
a. Format to be PDF
b. PDF submission to be one single combined file.
2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
4. Schedule submittals to expedite the Project, and coordinate submission of related items.
a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
6. Provide space for Contractor and Architect review stamps.
7. When revised for resubmission, identify all changes made since previous submission.
8. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
10. Submittals not requested will be recognized, and will be returned "Not Reviewed",

B. Product Data Procedures:
1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:
1. Transmit related items together as single package.
2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.13 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
a. "Approved", or language with same legal meaning.
b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
2. Not Authorizing fabrication, delivery, and installation:

E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:

a. "Received" - to notify the Contractor that the submittal has been received for record only.

2. Items for which action was taken:
   a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

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SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. References and standards.

D. Testing and inspection agencies and services.

E. Contractor's design-related professional design services.

F. Control of installation.

G. Mock-ups.

H. Tolerances.

I. Manufacturers' field services.

J. Defect Assessment.

1.2 RELATED REQUIREMENTS

A. Document 007200 - General Conditions: Inspections and approvals required by public authorities.

B. Section 013000 - Administrative Requirements: Submittal procedures.

C. Section 016000 - Product Requirements: Requirements for material and product quality.

1.3 DEFINITIONS

A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.

1.4 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.

B. Base design on performance and/or design criteria indicated in individual specification sections.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
   1. Include required product data and shop drawings.
   2. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.

C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.6 Quality Assurance

A. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

B. Contractor's Quality Control (CQC) Plan:
   1. Prior to start of work, submit a comprehensive plan describing how contract deliverables will be produced. Tailor CQC plan to specific requirements of the project. Include the following information:
      a. Owner will not make a separate payment for providing and maintaining a Quality Control Plan. Include associated costs in Bid price.
      b. Acceptance of the plan is required prior to start of construction activities not including mobilization work. Owner's acceptance of the plan will be conditional and predicated on continuing satisfactory adherence to the plan. Owner reserves the right to require Contractor to make changes to the plan and operations, including removal of personnel, as necessary, to obtain specified quality of work results.

1.7 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the

standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.8 Testing and Inspection Agencies and Services

A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

A. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.

B. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.

C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

E. Architect will use accepted mock-ups as a comparison standard for the remaining Work.

F. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

A. Testing Agency Duties:
1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with specified standards.
3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
5. Perform additional tests and inspections required by Architect.
6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Agency may not approve or accept any portion of the Work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
a. To provide access to Work to be tested/inspected.
b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
c. To facilitate tests/inspections.
d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.5 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment, and _____ as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

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SECTION 014333
MANUFACTURER'S FIELD SERVICES

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 07 Specification Sections apply to this Section.

1.2 SUMMARY

A. Section includes Manufacturer's field services for roofing assemblies.

1.3 Related Work Specified Elsewhere:

A. Roofing Material: Section 07 52 00- Modified Bituminous Membrane Roofing.

B. Roofing Material: Section 07 62 00 - Edge Metal, Sheet Metal Flashing and Trim

C. Roofing Material: Section 07 72 00 – Roof Accessories

D. Roofing Material: Section 07 22 00-Roof and Deck Insulation

E. Roofing Material: Section 07 42 14-Metal Soffit Panels

1.4 REFERENCES

A. International building Code (current edition) or local authority building code.

B. American Society of Civil Engineers (ASCE): ASCE 7, Minimum Design Loads for Buildings and Other Structures.

C. Factory Mutual Global (FMG):
   1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):

E. Roofing and Waterproofing Manual.

F. 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.

1.5 SUBMITTALS FOR REVIEW

A. Product Data:

1. Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.

B. Specimen Warranty:

C. Provide an unexecuted copy of the warranty specified for this project, identifying the terms and conditions required of the Manufacturer and the Owner.

D. Roofing System Manufacture's Evaluation:
1. Provide a comprehensive written assessment comparing available roofing solutions with validation of why the roofing system selection for the specific project is suitable and appropriate.

E. Roofing System Manufacturer's Report Form:
1. Provide a copy of the report form utilized by the Job Site Inspector for progress inspections to monitor installation and quality.

1.6 SUBMITTALS FOR INFORMATION

1.7 Manufacturer's Installation Instructions:
1. Submit installation instructions and recommendations indicating special precautions required for installing the membrane.

B. Manufacturer's Certificate:
1. Certify that roof system furnished is approved by Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
2. Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
3. Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
4. Written certification verifying the applicator is currently authorized for the installation of the specified roof system.

C. Design Loads:
1. Submit copy of manufacturer's minimum design load calculations according to ASCE 7-16, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.

D. Qualification data for firms and individuals identified in Quality Assurance Article 1.10 below.

E. Test Reports:
1. Submit ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal Products.

F. Substitutions:

1. Products proposed as equal to the products specified for this project shall meet all of the requirements in the appropriate Division 7 specifications and shall be submitted for consideration at least seven (7) days prior to the date that bids must be submitted.
2. Proposals shall be accompanied by a copy of the manufacturer's standard specification Section.
    a. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place.
    b. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
3. Manufacturer's checklist will be accompanied with any substitution to verify equal performance characteristics to those specified in Division 7 specification.
4. The Owner's decision regarding substitutions will be considered final.

1.8 CONTRACT CLOSEOUT SUBMITTALS

A. Project Warranty: Manufacturer shall execute all applicable warranties for all system(s) criteria. Multiple manufacturers warranties are not acceptable.
1. Manufacturer's long-term system warranty.
2. Installer's three (3) year warranty covering system installation.
3. Warranties shall commence on date of Substantial Completion.
4. Single system warranty: The final warranty issued to the Owner shall include each roofing, edge metal and soffit system, separate or all-encompassing shall be warranted and owned by a single Manufacturer.Refer to sction 075200 Modified Bituminous Membrane Roofing.

B. Roofing Maintenance Instructions:
1. Provide a roof care and maintenance manual of manufacturer's recommendations for maintenance of installed roofing systems.

C. Insurance Certification:
1. 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.

D. Inspection Logs:
1. Copy of inspection reports as performed by the Job Site Inspector or manufacturer shall be submitted at project closeout and include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of every inspection.

1.9 QUALITY ASSURANCE

A. Manufacturer Qualifications:
1. Company specializing in manufacturing the products specified in this Section with not less than Fifty (50) years of documented experience and have ISO 9001 certification.

B. Installer Qualifications:

1. Company specializing in specified roofing installation with not less than 5 years' experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.

C. Installer's Field Supervision:
1. Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
2. Maintain proper supervision of workmen.

D. Maintain a copy of the roof plans, details, and specifications in the possession of the Supervisor/Foreman and on the roof at all times.

E. Source Limitations:
1. Obtain all primary waterproofing components of roofing systems from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
2. The manufacturer providing the roofing system warranty must verify that they manufacture a minimum of 85% of the products utilized in the roofing system of this project.
3. Products that are private labeled or tested under a different name shall not be considered as manufactured by the roofing system supplier and will not be accepted.
4. Upon request of the Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

F. Source Quality Control:
1. Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.10 PRE-INSTALLATION CONFERENCE

A. Pre-Installation Roofing Conference:
1. Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of:
1. All project design team members: Architect, structural, etc.
2. Contractors of construction to receive any work associated with the project
3. Installers of rooftop units or any roof hatch related work
4. Contractors or subcontractors of any other work in and around roofing that must precede or follow roofing work (including mechanical and electrical work if any)
5. Owner or representative of roofing system and building
6. Manufacturer's full-time employee(s)
7. Other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities.

C. Objectives of conference 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 (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
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 required submittals both completed and yet to be completed.
6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
7. Review required inspection, testing, certifying and material usage accounting procedures.
8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish a copy of record to each party attending.
10. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
11. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner. This shall not be construed as interference with the progress of Work on the part of the Owner.
12. The Owner will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

D. The intent of the conference is to resolve any issues affecting the installation and performance of roofing work.

1.11 MANUFACTURER'S INSPECTIONS

A. When the Project is in progress, a full-time employee of the roofing system manufacturer must provide the following:
1. Weekly reports, showing progress and quality of the work as observed. Progress reports shall be published to an online system as referenced in Section 1.4.
2. Provide periodic roofing installation inspections: Not less than three days per week, Inspections reports must include; photographic documentation of work in progress and written statements of compliance with details/shop drawings.
3. Report to the Architect and Owner in writing any failure or refusal of the contractor to correct unacceptable practices called to the contractor's attention.
4. Confirm after project completion that the manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.12 WARRANTY

A. Upon completion of installation on all roof sections and systems, one manufacturer will supply to the Owner all specified, long-term warranty(s) specified here within.

B. Installer will submit a three-year workmanship warranty to the membrane manufacturer with a copy directly to the Owner.

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of related Division 07 Section.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.

B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.

3.3 FIELD QUALITY CONTROL

A. Representative shall perform field inspection as specified in Article titled: MANUFACTURER'S INSPECTIONS above. Inspections must include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of inspection.

B. Correct defects or irregularities discovered during field inspection. Issues deemed defective must be re-inspected and determined suitable by the roofing manufacturer.

C. Require attendance of roofing materials manufacturers' representatives on site during installation of the roofing system. A copy of the specification shall also be on site at all times.

D. Frequent progress meetings shall be conducted during the performance of roof system installation and must be attended by the Architect, Owner, roofing system manufacturer's full-time employee, and Contractor or any other representatives directly concerned with performance of the work.

3.4 FINAL INSPECTION

A. At the completion of the roofing installation and associated work, meet with contractor and installer of associated work, Owner, roofing system client's representative, and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as 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. Notify the Architect and Owner upon completion of corrections.

D. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the roofing contractor.

E. If core cuts verify the presence of damp or wet materials, the roofing contractor shall be required to replace the damaged areas at his own expense.

F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

G. Immediately correct roof leakage during construction. If the contractor does not respond within twenty-four (24) hours, the Owner may exercise right to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION

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SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary sanitary facilities.

B. Temporary Controls: Barriers, enclosures, and fencing.

C. Security requirements.

D. Vehicular access and parking.

E. Waste removal facilities and services.

F. Project identification sign.

1.2 RELATED REQUIREMENTS

A. Section 015100 - Temporary Utilities.

B. Section 015500 - Vehicular Access and Parking.

1.3 TEMPORARY UTILITIE

A. Owner will provide the following:
   1. Electrical power and metering, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.

1.4 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

1.5 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide protection for plants designated to remain. Replace damaged plants.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

E. Traffic Controls: provide all traffic controls,signs, markings, cones, barries etc. to indicate temporary changes to traffic due to construction and deliveries..

1.6 FENCING

A. Construction: Commercial grade chain link fence. install on concrete pavers.

B. Provide 6 foot (1.8 m) high fence around contractors dumpster/storage/ staging area; equip with vehicular gates with locks.

C. Provide and maintain for the duration of construction a temporary fence to prevent entry into the work area by the public.

D. Provide 4'-0" high orange safety fencing on balasted non penetrating posts at areas indicated on plans

1.7 INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.8 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner's security program.

C. Contractor to provide all workers with photo Identifaction, to be worn by workers at all times when on site.

D. No alchohol or tobacco use, smoking or vaping allowed on site.

E. Contractor and contractors personel to follow all of owners conduct and site use policies.

1.9 VEHICULAR ACCESS AND PARKING - See Section 015500

A. Coordinate access and haul routes with governing authorities and Owner.

B. Provide and maintain access to fire hydrants, free of obstructions.

C. Provide means of removing mud from vehicle wheels before entering streets.

D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

E. provide construction/equipment tracking/trackout pad/mat at construction/ staging area entrance such as "DiamondTrack"

1.10 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
   1. Empty dumpsters weeky or more frequently if dumpster is full.
   2. Provide daily clean-up of site. Remove all construction waste and rubish from site and place in construction waste receptacles/dumpster.

B. Provide containers with lids. Remove trash from site weekly.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 PROJECT IDENTIFICATION

A. Provide project identification sign of design, construction, and location approved by owner.

B. No other signs are allowed without Owner permission except those required by law.

1.12 FIELD OFFICES

A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.

B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

C. Locate offices a minimum distance of 30 feet (10 m) from existing and new structures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

A. Section 011000 - Summary: Lists of products to be removed from existing building.

B. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

C. Section 014000 - Quality Requirements: Product quality monitoring.

D. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

E. Section 017419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.3 REFERENCE STANDARDS

1.4 SUBMITTALS

A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
   1. Submit within 15 days after date of Agreement.
   2. For products specified only by reference standards, list applicable reference standards.

B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.2 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. See Section 014000 - Quality Requirements, for additional source quality control requirements.

C. Use of products having any of the following characteristics is not permitted:
   1. Containing lead, cadmium, or asbestos.

D. Where other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions, as defined in Section 016116.
   2. If wet-applied, have lower VOC content, as defined in Section 016116.

2.3 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.4 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

A. See Section 012500 - Substitution Procedures.

3.2 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.Notify and coordinate deliveries with owner.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

A. Provide protection of stored materials and products against theft, casualty, or deterioration.

B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.

C. Store and protect products in accordance with manufacturers' instructions.

D. Store with seals and labels intact and legible.

E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

F. For exterior storage of fabricated products, place on sloped supports above ground.

G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

H. Comply with manufacturer's warranty conditions, if any.

I. Do not store products directly on the ground.

J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

K. Prevent contact with material that may cause corrosion, discoloration, or staining.

L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, _____.

C. Pre-installation meetings.

D. Cutting and patching.

E. Surveying for laying out the work.

F. Cleaning and protection.

G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.2 RELATED REQUIREMENTS

A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 013000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 014000 - Quality Requirements: Testing and inspection procedures.

D. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

E. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

F. Section 078400 - Firestopping.

G. Individual Product Specification Sections:
   1. Advance notification to other sections of openings required in work of those sections.

1.3 REFERENCE STANDARDS

1.4 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
   1. On request, submit documentation verifying accuracy of survey work.
   2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
   3. Submit surveys and survey logs for the project record.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.5 QUALIFICATIONS

A. For demolition work, employ a firm specializing in the type of work required.
   1. Minimum of three years of documented experience.

B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.6 PROJECT CONDITIONS

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
   1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.

D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.7 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.1 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
1. Review conditions of examination, preparation and installation procedures.
2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.4 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and _____.

2. Grid or axis for structures.
3. Building foundation, column locations, ground floor elevations, and _____.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

3.5 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

C. Remove existing work as indicated and as required to accomplish new work.
1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
2. Remove items indicated on drawings.
3. Relocate items indicated on drawings.
4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

E. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
   2. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.7 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.

J. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.8 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.9 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.

G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Clean filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

J. Restore all lawns damaged from and during contruction. refer to section 329219 Seeding.

K. Restore all asphalt paving damaged during construction. sawcut clean edge before installing new paving. New paving to be same depth and finish as existing.

L. Restore all concrete paving and sidewalks damaged during construction. sawcut clean edge before installing new paving. New paving/sidewalk to be same depth, width and finish as existing.

M.

3.12 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
1. Provide copies to Architect and Owner.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, 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 Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 017800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. Warranties and bonds.

1.2 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

B. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.

C. Individual Product Sections: Specific requirements for operation and maintenance data.

D. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   3. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:

1. Product data, with catalog number, size, composition, and color and texture designations.
2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.5 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 024100
DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.2 RELATED REQUIREMENTS

A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.

B. Section 011000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.

C. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

D. Section 016000 - Product Requirements: Handling and storage of items removed for salvage and relocation.

E. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

F. Section 070150.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

G. Section 312200 - Grading: Rough and fine grading.

1.3 DEFINITIONS

A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.

B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.

C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.

D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.

E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.1 DEMOLITION

A. Remove other items indicated, for salvage and relocation.

B. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill _____.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   6. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
   7. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
   8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Do not begin removal until built elements to be salvaged or relocated have been removed.

D. Protect existing structures and other elements to remain in place and not removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

E. Hazardous Materials:
   1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

3.3 EXISTING UTILITIES

A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
   1. Verify construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Remove existing work as indicated and required to accomplish new work.
   1. Remove items indicated on drawings.

C. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
   1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. Verify that abandoned services serve only abandoned facilities before removal.
   4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

D. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.
4. Patch to match new work.

3.5 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 042000
UNIT MASONRY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Clay facing brick.

B. Mortar and grout.

C. Reinforcement and anchorage.

D. Flashings.

E. Accessories.

1.2 REFERENCE STANDARDS

A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

B. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction; 2022.

C. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale); 2023.

D. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.

E. ASTM C476 - Standard Specification for Grout for Masonry; 2023.

F. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2019a.

G. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing; 2017.

H. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.

1.3 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Samples: Submit four samples of decorative block units to illustrate color, texture, and extremes of color range.

1.4 QUALITY ASSURANCE

1.5 MOCK-UPs

A. Mock-up may remain as part of work.

PART 2 PRODUCTS

2.1 BRICK UNITS

A. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
   1. Color and texture: match existing.
   2. Nominal size: Match existing size and shape.
   3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

2.2 MORTAR AND GROUT MATERIALS

A. Packaged Dry Material for Mortar for Unit Masonry: Premixed masonry cement and mason sand; complying with ASTM C1714/C1714M and capable of producing mortar of specified strength in accordance with ASTM C270 with addition of water only.
   1. Color: Mineral pigments added as required to produce approved color sample.

B. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.

2.3 REINFORCEMENT AND ANCHORAGE

A. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not less than 5/8 inch (16 mm) of mortar coverage from masonry face.

B. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
   1. Anchor plates: Not less than 0.075 inch (1.91 mm) thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
   2. Wire ties: Manufacturer's standard shape, 0.1875 inch (4.75 mm) thick.
   3. Vertical adjustment: Not less than 3-1/2 inches (89 mm).

2.4 FLASHINGS

A. Metal Flashing Materials:
   1. Copper Flashing: ASTM B370, 060 soft annealed; 24 oz/sq ft (0.8 mm) thick; natural finish.

2.5 ACCESSORIES

A. Weeps:
   1. Type: Extruded propylene with honeycomb design.

B. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.6 MORTAR AND GROUT MIXING

A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
   1. Exterior, non-loadbearing masonry: Type N.

B. New Mortar for Old Brick: Proportion by volume only; no more than 20 percent of the total volume of Portland cement and lime combined to be Portland cement.
   1. Sand: Match original mortar as closely as possible in color, size, and texture, without use of other additives.
   2. Repointing Mortar: Use proportions from 1 part lime to 2 parts sand with no Portland cement, up to 2 parts Portland cement to 3 parts lime to 6 parts sand.
   3. White Portland Cement: Use for repointing mortar where Portland cement is permitted.
   4. Use mortar within 30 minutes after final mixing; do not add more water after the initial mix is prepared.

C. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches (50 mm) or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches (50 mm).

PART 3 EXECUTION

3.1 PREPARATION

A. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.2 COURSING

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

C. Brick Units:
   1. Bond: Running.
   2. Coursing: Three units and three mortar joints to equal match existing inches (____ mm).
   3. Mortar Joints: Concave.

3.3 PLACING AND BONDING

A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.

B. Lay hollow masonry units with face shell bedding on head and bed joints.

C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.

D. Remove excess mortar and mortar smears as work progresses.

E. Interlock intersections and external corners, except for units laid in stack bond.

F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.

G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

3.4 WEEPS/CAVITY VENTS

A. Install weeps in veneer and cavity walls at 24 inches (600 mm) on center horizontally on top of through-wall flashing above shelf angles and lintels and at bottom of walls.

3.5 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, and CAVITY WALL MASONRY

A. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches (900 mm) horizontally and 24 inches (600 mm) vertically.

3.6 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

3.7 MASONRY FLASHINGS

A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.

B. Terminate flashing up 8 inches (203 mm) minimum on vertical surface of backing:
1. Anchor vertical leg of flashing into backing with a termination bar and sealant.

3.8 CLEANING

A. Remove excess mortar and mortar droppings.

B. Replace defective mortar. Match adjacent work.

C. Clean soiled surfaces with cleaning solution.

END OF SECTION

SECTION 055133
METAL LADDERS

PART 1 GENERAL

1.1 REFERENCE STANDARDS

A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.

B. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 2008 (Reaffirmed 2018).

C. ASTM B26/B26M - Standard Specification for Aluminum-Alloy Sand Castings; 2018, with Editorial Revision.

D. ASTM B85/B85M - Standard Specification for Aluminum-Alloy Die Castings; 2018, with Editorial Revision.

E. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.

F. ASTM B210/B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2019a.

G. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2019.

H. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata (2020).

1.2 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings:
   1. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

C. Specimen warranty.

D. Executed warranty.

1.3 Warranty

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

B. Manufacturer Warranty: Provide standard manufacturer warranty, minimum 1 year for material and workmanship. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.1 MATERIALS - ALUMINUM

A. Extruded Aluminum: ASTM B211/B211M, 6063 alloy, T6 temper.

B. Sheet Aluminum: ASTM B209/B209M, 5052 alloy, H32 or H22 temper.

C. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210/B210M, 6061 alloy, T6 temper.

D. Aluminum-Alloy Bars: ASTM B211/B211M, 6061 alloy, T6 temper.

E. Aluminum-Alloy Sand Castings: ASTM B26/B26M.

F. Aluminum-Alloy Die Castings: ASTM B85/B85M .

G. Bolts, Nuts, and Washers: Stainless steel.

H. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.2 FABRICATION

A. Fit and shop assemble items in largest practical sections, for delivery to site.

B. Fabricate items with joints tightly fitted and secured.

C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.3 PREFABRICATED LADDERS

A. Provide ladders at locations indicated on drawings. At changes in elevation less than 30" or locations that wall mounted ladder cannot be installed provide prefabricated modular stair and landing. see section 077200 ROOF ACCESSORIES

B. Prefabricated Ladder: Welded metal unit complying with ANSI A14.3; factory fabricated to greatest degree practical and in the largest components possible.
   1. Components: Manufacturer's standard rails, rungs, treads, handrails. returns, platforms and safety devices complying with the requirements of the MATERIALS article of this section.
   2. Materials: Aluminum; 6063 alloy, T52 temper.
   3. Finish: Mill finish aluminum.
   4. Manufacturers:
      a. Alaco Ladder Company; 564-HD cantilevered roof return: www.alacoladder.com/#sle.
      b. O'Keeffe's Inc; Model 503A: www.okeeffes.com/#sle.

c. Precision Ladders, LLC; fixed aluminum wall ladder with cantilevered return: www.precisionladders.com/#sle.

C. Fixed Wall Ladder Cover
1. Size: Width of ladder x Height 72 Inches
2. Finish: Mill finish
3. Material of security covers / doors: doors are fabricated from .188 inch thick aluminum sheets, with securing piano hinges and hasps.
4. Manufacturer:Alaco model H-300-72 ladder security door/cover

2.4 FINISHES - ALUMINUM

A. Exterior Aluminum Surfaces: Class I natural anodized.

B. Interior Aluminum Surfaces: Class I natural anodized.

C. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils (0.018 mm) thick.

2.5 FABRICATION TOLERANCES

A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.

B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).

C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).

D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).

E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION

3.1 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.2 TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch (6 mm).

C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

SECTION 061000
ROUGH CARPENTRY

RELATED DOCUMENTS

1.1 The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

RELATED SECTIONS

2.1 Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

A. Section 072700 - Roof and Deck Insulation

B. Section 074100 - Manufactured Metal Roofing Panels

C. Section 075200 - Modified Bitumen Roofing – Hot Applied

D. Section 076200 - Sheet Metal Flashing and Trim

REFERENCES

3.1 American Society for Testing and Materials (ASTM)

A. ASTM C-209 Water Absorption, % by Volume

B. ASTM C-1289, Type V

C. ASTM D-2126-Dimensional Stability Change

D. ASTM D-16121 Compression Resistance

E. ASTM E96 Moisture Vapor Transmission

F. ASTM E-108 Class A fire resistance rating

3.2 Federal Specification

A. HH-1-1972/Gen and HH-1-1972/2

DELIVERY, STORAGE AND HANDLING

4.1 Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work.

4.2 Keep materials dry during delivery

4.3 Store lumber, plywood and insulated nail board in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.

4.4 Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

QUALITY ASSURANCE

5.1 Comply with governing codes & regulations

5.2 Use experienced installers who have a minimum of five (5) years' experience.

5.3 Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.

5.4 Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.

5.5 Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.

5.6 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.

SCOPE OF WORK

6.1 Add wood blocking to meet new insulation heights according to drawings.

6.2 Replace deteriorated trim in kind and install new wood.

PRODUCTS

7.1 DIMENSIONAL LUMBER AND PLYWOOD

7.2 Construction Lumber:

A. 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).

7.3 Anchorage and Fastenings: Proper type, size material and finish for each application.

7.4 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.

WOOD TREATMENT

8.1 Wood Preservative (Pressure Treatment): AWPA Treatment C1 using water borne preservative with 0.25 pcf retention.

8.2 All lumber and blocking, blocking knee walls, headers, plywood, etc. to be wood preservative treated (Pressure treated)

EXECUTION

9.1 EXAMINATION

9.2 Verify measurements and dimensions shown before proceeding with carpentry work.

9.3 Examine supporting structure and conditions under which carpentry work is to be Installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

9.4 Correlate location of nailers, blocking and similar supports for attached work.

9.5 Scribe and cope as required for accurate fit of carpentry work to other work.

PROTECTION

10.1 Protect installed work from damage by other trades until acceptance of work.

10.2 Protect work areas and any lower roof sections.

10.3 Utilize walk ways and keep staged material a minimum of ten (10) feet from any high trafficked area.

INSTALLATION

11.1 Lumber and plywood products:

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. Build kneewalls and headers with stud spacing at 16" o.c.

E. At gypsun concrete decks secure wood nailers, blocking and kneewalls by through bolting to structural members below gypsum concrete deck.

F. At existing steel angles throughbolt wood nailes to existing angles with 1/2" diameter bolts at 24" o.c..

G. Provide washers under bolt heads and nuts in contact with wood.

H. Do not wax or lubricate fasteners that depend on friction for holding power.

I. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.

J. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place.

K. 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 061000

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SECTION 070150.19
PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. Section 075100 - Built-Up Bituminous Roofing.

B. Section 076200 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordinate with affected mechanical and electrical work associated with roof penetrations.

B. Preinstallation Meeting: Convene one week before starting work of this section.
   1. Attendees:
      a. Architect.
      b. Contractor.
      c. Owner.
      d. Roofing system manufacturer's field representative.
   2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
      a. Removal and installation schedule.
      b. Necessary preparatory work.
      c. Protection before, during, and after roofing system installation.
      d. Removal of existing roofing system.
      e. Installation of new roofing system.
      f. Temporary roofing and daily terminations.

1.3 FIELD CONDITIONS

A. Existing Roofing System: Built-up asphalt roofing.

B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.

C. Maintain continuous temporary protection prior to and during installation of new roofing system.

D. Provide notice at least three days before starting activities that will affect normal building operations.

E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.

1.4 WARRANTY

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

B. Existing Warranties: Perform this work using methods and materials that will maintain existing roof system warranties.
   1. Notify existing roof system warrantor prior to starting this work and obtain written instructions for procedures necessary to maintain this existing warranty.
   2. Upon completion of this work, notify warrantor of reroofing completion and obtain documentation to verify that existing roofing system has been inspected and warranty is still in effect.
      a. Submit documentation upon project closeout.

PART 2 PRODUCTS

2.1 COMPONENTS

A. See the following sections for additional information on components relating to this work:
   1. Partial removal of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings, see Section 075100.
   2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 076200 for material requirements.

2.2 MATERIALS

A. Temporary Roofing Protection Materials:
   1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

2.3 ACCESSORIES

A. Roof Vent Pipe Extension: Solid-wall PVC fitting consisting of pipe and splice sleeve inserts, configured for insertion and sealing to existing plumbing vent piping, sized to fit inside diameter of plumbing vent piping, enabling extension of piping to field-determined height to meet local building code requirements for plumbing vent pipe height above existing roof level.
   1. Splice Sleeve Insert Length: 6 inches (152 mm), nominal.

PART 3 EXECUTION

3.1 MATERIAL REMOVAL

A. Remove only existing roofing materials that can be replaced with new materials the same day.

B. Remove metal counter flashings.

3.2 INSTALLATION

A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 075100 for additional requirements.

3.3 PROTECTION

A. Provide protection of existing roofing system that is not having work performed on it.

B. Do not permit traffic over unprotected or repaired deck surface.

3.4 SCHEDULES

A. Existing Roofing Areas as Indicated: Remove existing perimeter flashings, base flashings, counter flashings, vent stack flashings, roofing membrane, insulation, vapor retarder, and roof protection boards and other items shown on drawings. Remove all layers of roof system down to structural deck.

B. Remove and reset roof mounted mechanical equipment, electrical equipment, and raise curbs and flashings. disconnet and reconnect services to remove and reset equipment.

END OF SECTION

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SECTION 072200
ROOF DECK AND INSULATION

RELATED DOCUMENTS

1.1 Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

SUMMARY

2.1 Section includes roof insulation over the properly prepared deck substrate.

REFERENCES

3.1 American Society for Testing and materials (ASTM):

A. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.

B. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-

C. ASTM B29 Standard Specification for Refined Lead.

D. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.

E. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.

F. ASTM C1396 Standard Specification for Gypsum

G. Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.

H. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.

I. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.

J. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.

K. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).

L. ASTM D312 Standard Specification for Asphalt Used in Roofing.

M. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.

N. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.

O. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.

P. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.

Q. ASTM D2126 Standard Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.

R. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.

S. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.

T. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.

3.2 Factory Mutual Research (FM): Roof Assembly Classifications.

3.3 National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual

3.4 Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

3.5 Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

3.6 Steel Deck Institute, St. Louis, Missouri (SDI)

3.7 Insulation Board, Polyisocyanurate (FS HH-I-1972)

3.8 Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

PRODUCTS

4.1 Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.

4.2 Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.

4.3 Provide a sample of each insulation type.

4.4 Shop Drawings

A. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.

B. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average “R” value for the completed insulation system.

4.5 Certification:

A. Submit roof manufacturer’s certification that insulation fasteners (if needed) furnished are acceptable to roof manufacturer.

B. Submit roof manufacturer’s certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer’s system warranty.

4.6 Existing and new vents need to kept free of any and all debris or obstruction prior to installation of coverboard.

4.7 Any degraded decking material found shall be brought immediately to the Architects attention prior to replacement.

A. The Architect, Owner, Manufacturers representative, and Contractor shall meet onsite to inspect and determine extent of needed in-kind replacement.

QUALITY ASSURANCE

5.1 Fire Classification, ASTM E-108.

5.2 Manufacturer's Certificate: Certify that roof system furnished is approved by Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

5.3 Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

DELIVERY, STORAGE AND HANDLING

6.1 Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

6.2 Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site and replaced at contractors' expense.

6.3 Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

6.4 Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the project site and replaced at contractors' expense.

PRODUCTS

7.1 PRODUCTS, GENERAL

7.2 Refer to Division 01 Section "Common Product Requirements."

7.3 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.

7.4 Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

A. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place.

B. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

C. Include a list of three (3) projects of similar type and extent, located within a one-hundred-mile radius from the location of the project.

INSULATION MATERIALS

8.1 Thermal Insulation Properties and Approved Insulation Boards.

A. Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
1. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
2. ASTM C 1289 Type II, Class 1 Grade 2- 20 PSI
3. Thickness: Minimum 5.2”
4. Layers include: base of 2.6” and a top layer of 2.6”
5. Taper – 0.125:12”
6. R-Value: Minimum 30.
7. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1.
8. Cricket slope: 0.25:12”
9. Drain Sump: 0.25:12”

8.2 Primed Fiberboard: STRUCTODEK HD or approved equal - A high-density pre-primed roofing board designed for low-slope asphalt-based roofing ASTM C208, Type II, Grade 1 and Grade 2

A. Qualities: Nonstructural, non-faced, noncombustible, primer coated two sides Primed Red provides optimal surface bonding characteristics panel.

B. Board Size: Four feet by four feet (4’x4’) or four feet by eight feet (4’x8’).

C. Thickness: One half (1/2) inch.

D. R-Value: 1.3

E. Compliances: UL, WH or FM listed under Roofing Systems.

RELATED MATERIALS

9.1 Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.

9.2 Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.

9.3 Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.

9.4 Roof Insulation Adhesive:

A. Hot Application: Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics as recommended and provided by membrane manufacturer:
   1. Softening Point 185 deg. F - 205 deg. F
   2. Flash Point 500 deg. F
   3. Penetration @ 77 deg. F 15-35 units
   4. Ductility @ 77 deg. F 2.5 cm

B. Cold Application: Dual-component, high rise foam adhesive as recommended and provided by membrane manufacturer:
   1. Tensile Strength (ASTM D412)……250 psi
   2. Density (ASTM D1875)……..8.5 lbs./gal.
   3. Viscosity (ASTM D2556)……22,000 to 60,000 CP.
   4. 2’ Peel Strength (ASTM D903)…..17 lb/in.
   5. 3 `Flexibility (ASTM D816)……Pass @ -70°F

PART 3 EXECUTION

10.1 INSPECTOR OF SURFACES

10.2 Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

A. Verify that all vapor barriers are properly sealed and joined together from the low slope to the sloped sections.

B. Verify that wood nailers are properly and securely installed.

C. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.

D. Do not proceed until defects are corrected.

E. Do not apply insulation until substrate is sufficiently dry.

F. Broom clean substrate immediately prior to application.

G. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.

H. Verify that temporary roof has been completed.

INSTALLATION

11.1 Attachment with Type III Asphalt- Interply:

A. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.

B. Apply insulation adhesive directly to the substrate using a hot mop at a rate 20-25lbs/sq.

C. Immediately place insulation boards into hot asphalt after initial sizzle and before it cools. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.

D. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.

E. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from any vertical surface.

F. Tape joints of insulation as per manufacturer's requirements.

11.2 Attachment with Insulation Adhesive.

A. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.

B. Apply insulation adhesive directly to the substrate using a ribbon pattern with one quarter to one half 1/4" - 1/2" inch wide beads 12 inches o.c. using either the manual applicator or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet per cartridge.

C. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.

D. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.

E. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.

F. Tape joints of insulation as per manufacturer's requirements.

CLEANING

12.1 Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive specified coverboard.

CONSTRUCTION WASTE MANAGEMENT

13.1 Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION

SECTION 074214
METAL SOFFIT PANELS

GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

SUMMARY.

A. Work described in this section includes concealed fastener, lap-seam pre-formed metal soffit panel system complete with furring channels and flashing.

B. Related work specified elsewhere:
   1. Wood sheathing.
   2. Rough carpentry.
   3. Sealants.

DEFINITIONS

A. American Architectural Manufacturer Association (AAMA):
   1. AAMA 621-96: Voluntary/Standard Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates

B. American Iron and Steel Institute (AISI):
   1. S100-07: 2007 Edition of the North American Specification for the Design of Cold-Formed Steel Structural Members.

C. American Society for Testing and Materials (ASTM):
   1. A653-03: Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   2. A755–03: Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
   3. B209-02a: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
   1. Architectural Sheet Metal Manual, 6th edition.

E. National Association of Architectural Metal Manufacturers (NAAMM)
   1. Metal Finishes Manual for Architectural and Metal Products

DESIGN AND PERFORMANCE CRITERIA.

A. General Performance: Metal soffit panel assemblies shall be furnished and installed without failure due to defective manufacture, fabrication, installation, or other defects in construction.

4.2 SUBMITTALS.

A. Shop drawings: Show soffit panel system with flashings and accessories in reflected ceiling plan, sections, and details. Include metal thicknesses and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Shop drawings to be prepared by metal soffit panel manufacturer.

B. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification article 1.10.

C. Samples.
1. Submit sample of panel section, at least 6" x 6" showing seam profile, and also a sample of color selected.
2. Submit sample field applied sealants and all other system components.

4.3 QUALITY CRITERIA/INSTALLER QUALIFICATIONS.

A. Engage an experienced metal panel contractor (erector) to install soffit panel system who has a minimum of three (3) years experience specializing in the installation of metal panel systems.

B. Contractor must be certified by manufacturer specified as a supplier of the metal soffit system and obtain written certification from manufacturer that installer is approved for installation of the specified system.

C. Successful contractor must obtain all components of soffit system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.

D. Fabricator/Installer shall submit work experience and evidence of adequate financial responsibility. Architect reserves the right to inspect fabrication facilities in determining qualifications.

4.4 DELIVERY, STORAGE, AND HANDLING.

A. Inspect materials upon delivery.

B. Handle materials to prevent damage.

C. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from any debris.

4.5 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit metal soffit panel work to be performed according to manufacturer's written instructions and warranty requirements.

B. Field Measurements: Verify actual dimensions of construction contiguous with metal soffit panels by field measurements before fabrication.

4.6 COORDINATION

A. Coordinate sizes and locations of windows, doors, and soffit penetrations with actual equipment provided.

B. Coordinate metal soffit panels with rain drainage work, windows, doors, flashing, trim, and construction of other adjoining work to provide a leak proof, secure, and noncorrosive installation.

4.7 WARRANTIES

A. Endorse and forward to owner the following warranties:
1. Manufacturer's standard finish warranty covering checking, crazing, peeling, chalking, fading, and adhesion of the prepainted sheet metal materials.
a. Basis of Design: 20 year finish warranty.
2. Installer's 3 year warranty covering soffit panel system installation and watertightness.

B. Warranties shall commence on date of substantial completion.

PRODUCTS

5.1 PANEL MATERIALS

A. Painted Aluminum Sheet.
1. Recycle Content: Provide steel sheet with average recycled content such that postconsumer recycled content plus one-half of preconsumer recycled content is at least 45 percent.
2. Note: 0.025” thickness soffit panel materials are available only in “Regal White” color painted finish; 0.032” SP soffit panel materials are available in mill finish and a variety of IMETCO stocked colors.
3. 0.032” aluminum alloy 3003, 3004, 3005, or 3105 with H14 or H24 heat treatment, as per ASTM B209/209M.
4. Texture: Smooth surface.
5. Exposed Coil-Coated Finish:
a. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Manufacturers’ approved applicator to prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers’ written instructions.

b. Coating system shall provide nominal 1.0 mil (0.025 mm) dry film thickness, consisting of primer and color coat.
c. Color shall be selected from IMETCO's Standard, premium and deluxe colors

6. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

B. Panel Sealants:
1. Sealant Tape: Non-curing, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1-inch- (13-mm-) wide and 1/16-inch- (3-mm-) thick.
2. Exposed Sealant: ASTM C 920; elastomeric tripolymer, polyurethane, or other advanced polymer sealant; of type, grade, class, and use classifications required to seal joints in metal soffit panels and remain weathertight; and as recommended in writing by metal soffit panel manufacturer.
3. Concealed Sealant: ASTM C 1311: Butyl-Based, Solvent-Release, One-Part Sealant.

5.2 MISCELLANEOUS METAL FRAMING

A. Miscellaneous Metal Framing, General: ASTM C 645, cold-formed metallic-coated steel sheet, ASTM A 653, G90 (Z275) hot-dip galvanized

B. Subgirts: Manufacturer's standard C- or Z-shaped sections, 0.054-inch (16 gauge) (1.4-mm) nominal thickness.

C. Base or Sill Channels: 0.068-inch (14 gauge) (1.7-mm) nominal thickness.

D. Hat-Shaped, Rigid Furring Channels:
1. Nominal Thickness: As required to meet performance requirements
2. Depth: [As indicated on drawings] [7/8 inch (22 mm)] [1-1/2 inches (38 mm)].
3. Top flange: 1-1/8 inches (28.5 mm) minimum

E. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-5/8 inches (41 mm) minimum and depth as required.
1. Nominal Thickness: As required to meet performance requirements, but not less than 0.043 inch (18 gauge) (1.1 mm).

F. Fasteners for Miscellaneous Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten miscellaneous metal framing members to substrates.

5.3 MISCELLANEOUS MATERIALS

A. Concealed fasteners: Corrosion resistant steel screws, #10 minimum diameter x length appropriate for substrate, hex washer head or pancake head. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.

B. Exposed fasteners: 3xx series stainless steel screws (cadmium or zinc coatings are not acceptable) with neoprene sealing washer, or 1/8-inch- (3-mm-) diameter stainless steel rivets.

5.4 METAL SOFFIT PANELS

A. General: Provide factory-formed metal soffit panels designed to be field assembled by interlocking seams and incorporating concealed fasteners.

B. Concealed fastener, interlocking flush seam soffit panels.
   1. Basis of Design Panel shall be IMETCO SP soffit panel system as manufactured by Innovative Metals Company, Inc. (IMETCO), Norcross, Georgia, telephone 1-800-646-3826. Approved equal panels:
      a. McELROY METAL Matrix
      b. PAC-CLAD PAC-850 SOFFIT
   2. Alternate manufacturers are subject to full compliance with specification requirements, and shall be submitted for approval as follows.
      a. Manufacturers not listed above must submit for approval, ten (10) days prior to bid date, the following: Manufacturer's literature; certification of testing in accordance with specification requirements and sections 1.4 and 1.5; sample warranties in accordance with specification section 1.10; installer qualifications in accordance with specification section 1.6, and a list of five (5) similar projects in size and scope of work.
      b. No substitutions will be permitted after the bid date of this project.
   3. Note: 0.025” thickness soffit panel materials are available only in “Regal White” color painted finish; 0.032” SP soffit panel materials are available in mill finish and a variety of IMETCO stocked colors.
   4. Material: Aluminum sheet, 0.032 inch (0.81 mm) thick. See 2.1 for finishes and color selection.
   5. Characteristics.
      a. Fabrication: Panels shall be factory formed from specified metal.
      b. The standard profile shall be shall have one (1) vee groove in the center of the pan, and shall have side seams that simulation a vee groove when panels are joined together.
      c. Panel orientation: Perpendicular to wall.The actual coverage width of the SP panel is 12.
      d. Configuration: Panel shall be 12-inches- (305-mm) wide nominal, with interlocking seams incorporating concealed fasteners.
      e. Panel Depth (Concealed Leg Height): 3/8 inch (9.5 mm), nominal.
      f. Panel length: Up to 12 feet (3.6 m) maximum recommended length. Field cut panels to lengths as indicated on drawings.

5.5 ACCESSORIES

A. Flashing and Trim: Formed from same material and gauge as soffit panels, prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, head, sill, corners, jambs, framed openings, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal soffit panels.

5.6 FABRICATION

A. Fabricate and finish metal soffit panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

B. Provide panel profile, including intermediate vee groove and ventilation pattern, if any, for full length of panel.

C. Form flashing components from full single width sheet in minimum 10’-0” (3 m) sections. Provide mitered trim corners, joined using closed end pop rivets and butyl-based, solvent released one-part sealant.

D. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.
   1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
   2. Sealed Joints: Form nonexpanding but movable joints in metal to accommodate butyl-based sealant to comply with SMACNA standards.
   3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
   4. Fabricate cleats and attachment devices of size and metal thickness recommended by SMACNA's "Architectural Sheet Metal Manual" or by metal soffit panel manufacturer for application, but not less than thickness of metal being secured.

5.7 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PREPERATION & EXECUTION

6.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal soffit panel supports, and other conditions affecting performance of the Work.

B. Examine primary and secondary soffit framing to verify that girts, studs, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal soffit panel manufacturer.

C. Examine solid soffit sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal soffit panel manufacturer.

D. Examine roughing-in for components and systems penetrating metal soffit panels to verify actual locations of penetrations relative to seam locations of metal soffit panels before metal soffit panel installation.

E. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

F. Proceed with installation only after unsatisfactory conditions have been corrected.

6.2 PREPARATION

A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.

B. Substrate Board: Install substrate boards over soffit structure on entire soffit surface. Attach with substrate-board fasteners.
1. Install substrate board with long joints in continuous straight lines and end joints staggered between courses. Tightly butt substrate boards together.
2. Comply with [UL] [FMG] requirements for fire-rated construction.

C. Miscellaneous Framing: Install sub-framing, furring, and other miscellaneous soffit panel support members and anchorage according to metal soffit panel manufacturer's written instructions.

D. Establish straight, side and crosswise benchmarks

E. Use proper size and length fastener for strength requirements. A low profile fastener head of approximately 1/8 inch (3 mm) maximum is allowable beneath the panel.

F. All soffits and overhangs shall be checked for square and straightness. Inside and outside corners may not be plumb; set a true line for the corner flashing with string line.

G. Measure the soffit perpendicular to wall to confirm panel lengths and verify clearances for thermal movement.

6.3 UNDERLAYMENT INSTALLATION

A. Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply over entire soffit surface, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (150 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 90 days.

6.4 METAL SOFFIT PANEL INSTALLATION

A. All details will be shown on in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.

B. Directly over the completed soffit substrate, fasten the female flange of the panel. All panels will be fastened into the structural soffit sheathing or metal furring channels at 24-inches (600-mm) on center, maximum.

C. Installation of Soffit Panels: Panels can be installed by starting from one end and working towards the opposite end. Panels shall be oriented perpendicular to the wall. At reflected ceiling inside and outside corners, soffit panels shall be field cut at a mitered angle to fit, and finished with “T-shaped” trim back-to-back “J-shaped” trim.

D. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.

E. Limit exposed fasteners to extent indicated on contract drawings.

F. Seal laps and joints in accordance with soffit panel system manufacturer's product data.

G. Coordinate flashing and sheet metal work to provide weathertight conditions at soffit terminations. Fabricate and install in accordance with standards of SMACNA Manual.

H. Provide for temperature expansion/contraction movement of panels at penetrations and soffit or overhang mounted equipment in accordance with system manufacturer's product data and design calculations.

I. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.

J. At joints in linear sheet metal items, set sheet metal items in two ¼-inch- (6-mm-) beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.

K. Remove damaged work and replace with new, undamaged components.

L. Touch up exposed fasteners using paint furnished by the panel manufacturer and matching exposed panel surface finish.

M. Clean exposed surfaces of soffit panels and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

6.5 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal soffit panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) at location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

6.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect metal soffit panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal soffit panels where inspections indicate that they do not comply with specified requirements.

C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

6.7 CLEANING

A. Remove temporary protective coverings and strippable films, if any, as metal soffit panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal soffit panel installation, clean finished surfaces as recommended by metal soffit panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal soffit panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074113

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SECTION 075200
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Hot Applied 2-Ply Low VOC Asphalt Roofing.

B. Cold Applied 2-Ply Low VOC Asphalt Roofing.

C. Accessories.

D. Edge Treatment and Roof Penetration Flashings.

1.2 REFERENCE STANDARDS

A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.

B. ASCE 7-16 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; 2016.

C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.

D. ASTM D93 - Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester; 2020.

E. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).

F. ASTM D523 - Standard Test Method for Specular Gloss; 2025.

G. ASTM D1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal); 2010 (Reapproved 2019).

H. ASTM D1079 - Standard Terminology Relating to Roofing and Waterproofing; 2024.

I. ASTM D1876 - Standard Test Method for Peel Resistance of Adhesives (T-Peel Test); 2008 (Reapproved 2023).

J. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).

K. ASTM D2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact); 1993 (Reapproved 2024).

L. ASTM D3359 - Standard Test Methods for Rating Adhesion by Tape Test; 2023.

M. ASTM D3363 - Standard Test Method for Film Hardness by Pencil Test; 2022.

N. ASTM D4145 - Standard Test Method for Coating Flexibility of Prepainted Sheet; 2010 (Reapproved 2022).

O. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; 2020a.

P. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.

Q. ISO 9001 - Quality Management Systems — Requirements; 2015, with Amendment (2024).

1.3 RELATED SECTIONS

A. Section 061000 - Rough Carpentry.

B. Section 061140 - Wood Blocking and Curbing: Wood nailers and cant strips.

C. Section 076200 - Sheet Metal Flashing and Trim: Weather protection for base flashings.

D. Section 077100 - Manufactured Roof Specialties: Counter flashing gravel stops, and fascia.

E. Section 221423 - Storm Drainage Piping Specialties.

1.4 REFERENCES

A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.

D. ASTM D1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.

E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

F. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.

G. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.

H. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

I. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

J. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

K. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

L. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

M. ASTM E108 - Standard Test Methods for Fire Test of Roof Coverings

N. Factory Mutual Research (FM): Roof Assembly Classifications.

O. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

P. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

Q. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

R. Intertek/Warnock Hersey (WH): Fire Hazard Classifications.

S. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

T. ASCE 7, Minimum Design Loads for Buildings and Other Structures

U. UL - Fire Resistance Directory.

V. FM Approvals - Roof Coverings and/or RoofNav assembly database.

1.5 SYSTEM DESCRIPTION

A. It is the intent of this specification to install a long-term, high-performance, redundant, two-ply, mineral modified bitumen roof system with NOx-Reducing Granules that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual.

1.6 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
   1. Factory Mutual Class A Rating.
   2. Underwriters Laboratory Class A Rating.

C. Design Requirements:
   1. Uniform Wind Uplift 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 ASD, Method 2 for Components and Cladding.
2) Importance Category:
   a) IV
3) Importance Factor of:
   a) 1.0
4) Wind Speed: 140 mph
5) Exposure Category:
   a) C.
6) Design Roof Height: 15 feet (457.2 cm).
7) Minimum Building Width: 220 feet (6705.6 cm).
8) Roof Pitch: 1/4 :12".
9) Roof Area Design Uplift Pressure:
   a) Zone 1' Interior Field of Roof 31.5 psf
   b) Zone 1 - Field of roof 48.9 psf
   c) Zone 2 - Eaves, ridges, hips and rakes 61.9 psf
   d) Zone 3 - Corners 81.5 psf

b. Over metal deck and SA VB, the insulation base layer of 4'x4'or 4'x8' 20 psi (137.90 kPa) polyisocyanurate shall be mechanically fastened at:
   1) Z1 =11 (9ft Wide)
   2) Z2 =17 (9ft Wide)
   3) Z3 = 22 (3ft Wide x 9ft Length)

c. Over nailable deck, VB sheet layer shall be mechanically fastened (Nailed)with a minimum pull out value of 91 lbs. per fastener at:
   1) Z1 = 9" o.c. through the 4" sheet lap with 2 rows of 9" o.c. in the field of the ply
   2) Z2 = 7" o.c. through the 4" sheet lap with 3 rows of 7" o.c. in the field of the ply
   3) Z3 = 6" o.c. through the 4" sheet lap with 4 rows of 6" o.c. in the field of the ply

2. Snow Load: 30 psf.
3. Live Load: 22.9 psf, or not to exceed original building design.
4. Dead Load:
   a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

D. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.

E. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

F. Any roofing system submitted must be accompanied by a report letter signed by a third-party professional engineer licensed in the state in which the installation is to take place. This report letter shall show that the submitted system meets the Design and Performance criteria within this specification. Any roofing system submitted without a third-party licensed engineer approval letter will be rejected for non-conformance.

G. Roof system shall have been tested in compliance with the following codes and test requirements:
   1. NRCA
   2. FM Approvals:
      a. RoofNav Website

1.7 SUBMITTALS

A. Submit under provisions of Section 013000.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation instructions.
   4. Performance data that meets or exceeds specified schedule of values.
   5. Warranty: A sample warranty specific to the specified system and project.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Manufacturer’s Progress Report Letter: Provide a manufacturers letter stating that weekly progress reports, complete with pictures and descriptions of that week’s work, will be submitted to the Owner and Architect at the end of each week during the duration of the project. Failure to submit letter will result in an immediate rejection of the submittal.

E. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local CT Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.

F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof system membranes containing recycled or bio-based materials.

G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (152.4 mm) square, representing actual product, color, and patterns.

H. Manufacturer's Site Supervision Letter: Provide a manufacturers letter stating that job site inspections will be provided by roofing manufacturer’s representative regular basis and at a minimum of three times per week during the duration of the project.

I. Manufacturer’s Certificate: Certify that materials are manufactured in the United States by an ISO 9001 certified company and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

J. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer.

K. Lifespan Inspection Certificate: Provide a manufacturer’s letter stating that yearly roof inspections will be made at no additional cost to the Owner upon the Owner’s request and shall be provided for the life of the warranty. Photographic inspection reports shall be provided to the Owner for the Owners records and outline any suggested maintenance, issues or deficiencies found. Any deficiencies in the roof system covered under warranty 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.

L. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.

M. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

N. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. 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.

1.8 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications:
   1. Manufacturer Approval: This specification is based on the performance characteristics of the system identified in Part 2. Failure of a system manufacturer or product to meet all performance and warranty requirements of this specification will result in forfeiture of the bid award.
   2. The manufacturer’s warranty must come directly from the company who physically manufactures the products. PLA’s or any other private labeled panel system will not be accepted.
   3. Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twenty-four years of documented experience and must not have been in Chapter 11 bankruptcy during the last ten years.

C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

D. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

E. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present three days per week at a minimum during the roof system installation.

F. Installer Qualifications:
1. Connecticut DAS Certified, an approved installer of the roofing system manufacturer.
2. Installer must perform Work in accordance with NRCA Roofing.
3. Company specializing in performing work of this section with minimum five years documented experience and a certified Pre-Approved Manufactures Contractor.
4. Company specializing in performing Work on this project shall have minimum ten years documented experience.
5. Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of five (5) years experience with the installation of system similar to that specified.

G. Source Limitations: Obtain all waterproofing components of roof 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.

1.9 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:
1. Record minutes of the conference and provide copies to all parties present.
2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches (101.6 mm) above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum

temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect.

F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.11 MANUFACTURER'S INSPECTIONS

A. It is required by the Owner that when the project is in progress, the roofing system manufacturer shall provide the following, carried out by a full-time employee of the warrantying roofing system manufacturer at no additional cost to the Owner, Architect or Contractor:
   1. Weekly progress reports with digital photographic documentation and a summary of daily work completed the previous week, including all observations, progress, problems, quality or work and any obstacles overcome.
   2. Report live progress and quality of the work observed while onsite prior to leaving the jobsite.
   3. Provide onsite inspections a minimum of three days per week, excluding any project meetings. The project inspector(s) shall possess field and technical experience with the roof system being installed.
   4. Progress reports must be made available to the Architect and Owner via a password secure on-line data base program.
   5. Punch List: Provide a punch list with pictures and explanations of remedies that once completed will allow for final warranty.
   6. Competition Report: Provide a final completion report stating that the manufacturer has observed no application procedures in conflict with these specifications other than those that may have been previously reported and corrected and that the roof has been filed for warranty.

1.12 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.13 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.

1.14 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. This warranty shall

cover all roofing system components, including manufacturers metal, wall panels, underlayment and any ancillary products accepted by the manufacturer and utilized for this project.

1. Warranty Period:
    a. 20 years from date of acceptance.(Base Bid)
    b. 30 years from date of acceptance.(Alternate 2)

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.

PART 2 PRODUCTS

2.1 PRODUCT OPTIONS AND SUBMISSION

A. Submitted Manufacturer's Products and Systems will be accepted based upon meeting the requirements of this specification.

B. Any material/system submitted must include a list of five (5) projects where the proposed material has been used in a similar roofing system as that which is specified and is located within a thirty-mile radius from the location of the project. In addition, the five projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

C. The design criteria specified within are the minimum Standard of Quality for the products and performance required for this project. The bidder must disclose in the bid, the Manufacturer and the products that they intend to use on the Project.

D. The Products specified are intended as the Standard of Quality for the products required for this project. 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/bidder will be disqualified.

1. Bidder will not be allowed to change materials after the bid opening date.
2. The products and system submitted 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. The Bidder/Roofing Contractor represents that it has:
    a. Personally, investigated the submitted product or method, and determined that it is equal or superior in all respects to that specified.
    b. Will provide the same guarantee as for the product and method specified.
    c. Will coordinate installation of submitted manufacturer products 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 submitted manufacturer products and system, 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 submitted manufacturer products and system.

f. Will reimburse the Owner for all redesign costs by the Architect for accommodation of the submitted manufacturer products and system.

4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed roofing systems or materials that has met all specified requirement criteria.
5. Failure to submit manufacturer/ system package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor's bid.

E. Material Country of Origin:
1. All rolled good, mastics, sealants, prefabricated and all metal components shall be 100% sourced and manufactured in the USA by one manufacturer. 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.

F. Single ply roofing systems will not be considered or accepted.

2.2 ROOFING SYSTEM LAYERS – LILLIE B. HAYNES SCHOOL

A. Structural Deck Existing: Types
1. Metal Type B or similar
2. Gypsum
3. L.W. Concrete

B. Vapor Barrier(s)
1. Nailed – Pattern per wind up-lifts
2. Self-Adhering – Installed per manufacturer's instructions

C. Thermal Insulation Layers
1. Base Layer(s) - Closed cell, Grade 2, 20PSI polyiso foam core laminated to a glass reinforced mat facer. ISOGARD by ELEVATE or approved equal
   a. Mechanically fastened to metal deck
   b. Chemically adhered gypsum and concrete deck's
      1) Type III Asphalt
      2) Low Rise Foam Adhesive
2. Subsequent Insulation Layers and Tapered - Closed cell, Grade 2, 20PSI polyiso foam core laminated to a glass reinforced mat facer. ISOGARD by ELEVATE or approved equal
   a. Chemically adhered
      1) Type III Asphalt
      2) Low Rise Foam Adhesive
3. Roof Protection Board or Coverboard - ½" HD Two-sided, Preprimed Fiberboard. STRUCTODEK HD WITH PRIMED RED COATING by BLUE RIDGE FIBERBOARD, INC or approved equal
   a. Chemically adhered
      1) Type III Asphalt

2) Low Rise Foam Adhesive

D. Waterproofing Roofing Ply's and Membranes
1. Base Ply: Chemically adhered
a. Type III Asphalt (Base Bid)
b. Cold-Applied Adhesive
2. Cap Ply: Chemically adhered
a. Type III Asphalt (Base Bid)
b. Cold-Applied Adhesive with hot-air heat welded seam

2.3 HOT APPLIED 2-PLY MODIFIED ASPHALT ROOFING (Base Bid)

A. Base Sheet (Vapor Barrier): One ply of either self-adhered over metal or mechanically fastened (nailed) over structural decking substrate.

B. Base (Ply) Sheet: One ply bonded to the prepared coverboard with Interply Adhesive.

C. Modified Cap (Ply) Sheet: One ply bonded to the prepared basesheet with Interply Adhesive

D. Interply Adhesive: Low odor, HPR, type III asphalt at 25 lbs per square.

E. Flashing Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive

F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive

G. Flashing Ply Adhesive: Low odor, HPR, type III asphalt or Low VOC, cold-applied flashing adhesive at 5 Gal/Sq. Min

2.4 COLD APPLIED 2-PLY LOW VOC ASPHALT ROOFING (Alternate 1)

A. Base Sheet (Vapor Barrier): One ply of either self-adhered over metal or mechanically fastened (nailed) over structural decking substrate

B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive

C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interplay adhesive

D. Interply Adhesive: Low VOC, cold-applied at 2.5 Gal/Sq.

E. Flashing Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive

F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive

G. Flashing Ply Adhesive: Low VOC, cold-applied flashing adhesive at 5 Gal/Sq. Min.

H. Surfacing: Requires 45 days wait before applying.

2.5 ACCESSORIES:

A. Vapor Retarder SA: SBS modified, self-adhering membrane with woven polypropylene film and split release film on backside as recommended and furnished by the membrane manufacturer.
   1. Install one layer of the self-adhering membrane to a properly prepared, primed (as required), clean and dry substrate in accordance with manufacturer's application instructions. Shingle in direction of slope or roof to shed water on each area of roof, can be utilized as a temporary roof.
      a. Tensile Strength, ASTM D5147.
         1) MD 125 lbf./in (21.89 kN/m).
         2) XD 90 lbf./in. (15.76 kN/m).
      b. Tear Strength, ASTM D 4073.
         1) MD 175 lbf. (778 N).
         2) XD 120 lbf. (534 N).
      c. Thickness, ASTM D5147.
         1) 45 mils 0.04 inch (1.14 mm).
      d. Lap Adhesion, ASTM D1876.
         1) 20 pli.
      e. Water Permeance, ASTM E 96, Method B.
         1) 0 perm (ng/Pa.s.m^2).
      f. Air Permeability, ASTM E2178.
         1) Less than 0.025 L/s*m^2.

B. Pitch Pocket Sealer: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
   1. Durometer, ASTM D2240: 40-50 Shore
   2. Elongation, ASTM D412: 250%
   3. Tensile Strength, ASTM D412: 200 psi @ 100 mil (2.54001 mm)

C. Urethane Sealant Hybrid - One-part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
   1. Tensile Strength, ASTM D412: 250 psi (1723.69 kPa)
   2. Elongation, ASTM D412: 450%
   3. Hardness, Shore A ASTM C920: 35
   4. Adhesion-in-Peel, ASTM C 92: 30 pli

D. Sealant - Structural Adhesive: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
   1. Elongation, ASTM D412: 300%
   2. Hardness, Shore A, ASTM C920: 50
   3. Shear Strength, ASTM D1002: 300 psi (2068.43 kPa)

E. Walkway System: A one-component, moisture curing silicone rubberized coating system designed to enhance the impact resistance of the roof surface and also provide a non-skid walking surface when used with WG walkway granules as furnished and recommended by the membrane manufacturer.

1. Color: Safety Yellow
2. Width: Minimum 30”

F. Cover Board: Provide ½”, two-sided, pre-primed fiber board, Structodek HD Red or pre-approved equal.
   1. 4’x4’ or 4’x8’ panel.

G. Liquid Flashing - An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings as furnished and recommended by the membrane manufacturer.
   1. Tensile Strength, ASTM D412: 400 psi (2757.90 kPa)
   2. Elongation, ASTM D412: 300%
   3. Density @77 deg. F 8.5 lb/gal typical

H. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended by the membrane manufacturer.

2.6 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

A. Pre-Manufactured Edge Metal: Flash-less Snap-On Fascia Cover and Splice Plate.
   1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom or .050" nom

B. Pre-Manufactured Edge Metal: Flash-less Snap-On Fascia Extruded Base Anchor and Components as furnished and recommended by the membrane manufacturer.
   1. Base Anchor: 6005A-T61 extruded aluminum.
   2. Compression Seal for top of anchor: TPE thermoplastic elastomer.
   3. Sealant for Flange: Single-component high performance 100% solids, interior and exterior polyether joint sealant.

C. Pre-Manufactured Edge Metal Finishes:
   1. Unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill
   2. Exposed surfaces for fascia, coping cap and coated panels:
      a. Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils (0.00635 mm) thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.
         1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
         2) Bend: ASTM D4145, O-T / NCCA II-19
         3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
         4) Gloss (60 deg. angle): ASTM D523, 25+/-5%
         5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion
         6) Nominal Thickness: ASTM D1005
            a) Primer: 0.2 mils (0.00508 mm)
            b) Topcoat, 0.7 mils (0.01778 mm) min
            c) Clear Coat (optional, only used with 22 ga. steel) 0.3 mils (0.00762 mm)

7) Color: Provide manufacturer's full range of standard, deluxe and premium colors for selection by architect and owner.

D. Pre-Manufactured Soffit Panels: Perimeter under edge flashing as furnished and recommended by the membrane manufacturer.
1. .032 aluminum in standard color with Kynar 500® Finish
2. Standard width is 12"
3. Vented and non-vented mechanically fastened
4. Color: Provide manufacturer's full range of standard, deluxe and premium colors for selection by architect and owner.

E. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight.

F. Drain Flashings should be 4lb (1.8kg) sheet lead or polyvinyl butyral (PVB) foil formed and rolled.

G. Plumbing stacks should be 4lb (1.8kg) sheet lead or Pre-Manufactured polyvinyl butyral (PVB) foil boots formed and rolled.

H. Fabricated Flashings:
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.

I. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.
1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.

1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
2. Fill substrate surface voids that are greater than 1/4 inch (6.35 mm) wide with an acceptable fill material.
3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 91 lbs. per nail.
7. Prime decks where required, in accordance with requirements and recommendations of the primer and membrane manufacturer.

B. Metal Deck: deck shall be installed as specified in Section
1. Fastening of the deck should comply with the anticipated live and dead loads pertaining to the building as well as applicable Code.
2. When re-roofing over metal decks, any surface deflection and any needed repairs to severely corroded areas shall be reported to the Architect and Owner. Loose, compromised, rotted or inadequately secured decking shall be repaired, fastened, and irreparable or otherwise defective decking shall be replaced.

C. Poured reinforced concrete:
1. Shall be smooth, dry, clean, and free of ice/frost, projections, and depressions. Concrete shall be fully cured, and the surface shall be broom cleaned and free of release/curing agents prior to commencement of work.
2. Prepared concrete surfaces for roofing or insulation by priming with asphalt/concrete primer conforming to ASTM D 41. Apply at a rate of approx. 1 gallon/100 sq. ft. (.4 L/m2). All primed areas shall be fully dried before proceeding with the application of the roof system. Hold back bitumen at the joints approximately 4 inches (101.6 mm) to prevent bitumen drippage.

D. Gypsum:
1. Gypsum decks shall be smooth and free from deflections or ridges.
2. An average fastener withdrawal resistance as recommended by the fastener manufacturer shall be obtained; however, at no time shall it be less than 91 lbs. per fastener.
3. Wet or frozen poured gypsum decks are not suitable to receive a roof.
4. Poured-in-place gypsum roof decks contain a large percentage of moisture. All necessary precautions shall be taken to avoid the entrapment of moisture under the roofing system. In addition to ventilation of the underside to allow for proper curing, topside and perimeter venting shall be implemented.
5. Install a mechanically attached base sheet prior to installation of insulation or roofing membrane. Base or ply sheets attached with cap nails require a minimum pullout capacity of 91 lbs. per nail.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees Fahrenheit (7.22 degrees Celsius). When work at such temperatures unavoidable use the following precautions:
   1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
   2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees Fahrenheit (4.44 degrees Celsius) at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch (25.4 mm) cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c for slopes less than 3:12 and 4 feet (121.92 cm) o.c for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION HOT APPLIED ROOF SYSTEM (Base Bid)

A. Vapor Barrier Ply(s): Install a vapor barrier ply to properly prepared decking substrates prior to installing subsequent system layers. Metal deck substrates shall receive a self-adhering air barrier/vapor retarder for roof applications. Gypsum, concrete or other types of decking shall receive a nailable vapor barrier sheet, fastened or adhered according to manufacturer’s specifications and recommendations.
   1. Overlap head laps a minimum of 6 inch (152.4 mm). Overlap side laps a minimum of 3 inch (76.2 mm). as indicated by the lap lines on the product.
   2. If the ply has been used as a temporary roof and is expected to function as a air barrier in a finished roofing system, it must be inspected by the manufacturer and repaired as needed.
   3. All damaged areas must be cut out and removed, and new membrane installed in those areas.
   4. When the roof system is installed over the self-adhering sheet, the insulation must be attached by mechanically fastening it into the structural deck.

5. Install nailable base sheet plies in twenty-five (25) lbs (11.3kg) per square of bitumen shingled uniformly or nailed according to wind up-lifts.

B. Base/Felt Ply(s): Install base sheet or felt plies in twenty-five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve one or more plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls until asphalt has cooled, fish mouths should be cut and patched.
1. Lap ply sheet ends 8 inches (203.2 mm). Stagger end laps 2 inches (50.8 mm) minimum.
2. Install base flashing ply to all perimeter and projection details after membrane application.
3. Extend plies 2 inches (50.8 mm) beyond top edges of cants at wall and projection bases.
4. Install base flashing ply to all perimeter and projection details.
5. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

C. Modified Cap Ply(s): Solidly bond the modified membrane to the base layers with specified material at the rate of 25 to (30). (11-13kg) per 100 sq feet (0.10764 sq cm).
1. Roll must push a puddle of hot material in front of it with material slightly visible at all side laps. Use care to eliminate air entrapment under the membrane. Exercise care during application to eliminate air entrapment under the membrane.
2. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
3. Install subsequent rolls of modified membrane as above with a minimum of 4-inch 3.98 inch (101 mm) side laps and 8-inch (7.99 inch (203 mm)) end laps. Stagger end laps. Apply membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
4. Apply hot material no more than 5 feet (152.4 cm) ahead of each roll being embedded.
5. Extend membrane 2 inches (50.8 mm) beyond top edge of all cants in full moppings of the specified hot material.

D. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

E. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 11 00.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

F. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

G. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203.2 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

H. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and surfaces to be flashed with required primer at the rate of 100 sq feet (0.10764 sq cm) per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified hot material unless otherwise noted in these specifications. Nail off at a minimum of 8 inches (203.2 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire sheet of flashing membrane to the substrate.
5. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and mesh.
6. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.

I. Roof Walkways: Provide fluid applied walkways in areas indicated on the Drawings after thirty (30) days of final install.
1. Fluid applied, safety yellow in color with slip-resisting mineral-granule surface, manufactured and installed as a traffic walkway for foot traffic and acceptable to roofing system manufacturer, 30 inches (762 mm) wide minimum.
2. If there are any areas of the walkway system that will come in direct contact with any asphaltic based material, prime such areas as per the datasheet.
3. These include: Bleed out from field adhesives, uncoated mastics, liquid flashing, etc.
4. Mineral cap sheet is an acceptable direct substrate.

J. Installation of the Walkway System:
1. Install at heavy traffic areas and at high impact areas as shown on drawings.
2. Mixing: Store buckets upside down 24hrs prior to application to assist in mixing. If bucket is opened and clear, non-mixed liquid is present, mix with a jiffy mixer on a low setting until uniform color is evident throughout.
3. Coverage Rates:
   a. Walkway Areas: 3.5 gal/sq. of walkway coating with 25-35 lbs./sq. of walkway granules.
   b. Impact Resistant Areas: 5.0 gal/sq. of walkway coating with 40-50 lbs./sq. of walkway granules.
4. Walkway Areas Scope:
   a. Walkways should be a minimum of 30” wide.

b. Blow, lightly sweep and clean area to receive coating.
c. Any areas of exposed asphalt shall be primed with coating Bleed-Blocking Primer prior to application of coating.
d. Tape off area with 4" wide painters' tape and roll with weighted roller to ensure clean straight edges and tapes adhesion.
e. Install 100% solids, silicone yellow walkway coating at a rate of 3.5 gal/sq. minimum with a roller.
f. Immediately after the application of the walkway coating, broadcast Walkway Granules into the coating at a rate of 25-35 lbs. per 100 sq feet (0.10764 sq cm). The granules will settle into the coating. Apply the granules generously, inspect the surface within a few minutes and reapply as needed to obtain a continuous film of granules.
g. Remove painters' tape while still wet and before skinning over.
h. After the coating has completely cured, remove all loose granules with a small hand blower and a soft bristle broom.

5. High Impact Areas (Around mechanical equipment, hatches, etc) Scope:
a. Walkways should be a minimum of 48" wide.
b. Blow, lightly sweep and clean area to receive coating.
c. Any areas of exposed asphalt shall be primed with coating Bleed-Blocking Primer prior to application of coating.
d. Tape off area with 4" wide painters' tape and roll with weighted roller to ensure clean, straight edges and tapes adhesion.
e. Install coating Walkway Coating at a rate of 5Gal/sq. minimum with a roller.
f. Immediately after the application of the walkway coating, broadcast Walkway Granules into the coating at a rate of 40-50 lbs. per 100 sq feet (0.10764 sq cm). The granules will settle into the coating. Apply the granules generously, inspect the surface within a few minutes and reapply as needed to obtain a continuous film of granules.
g. Remove painters' tape while still wet and before skinning over.
h. After the coating has completely cured, remove all loose granules with a small hand blower and a soft bristle broom.

3.5 INSTALLATION COLD APPLIED ROOF SYSTEM (Alternate 1)

A. Base Ply: Cut base ply sheets into 18 foot (548.64 cm) lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
1. Lap ply sheet ends 8 inches (203.2 mm). Stagger end laps 12 inches (304.8 mm) minimum.
2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2-1/2 gallons per 100 sq feet (0.10764 sq cm).
3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch (101.6 mm) side laps and 8 inch (203.2 mm) staggered end laps. Lay modified membrane

in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.

5. Extend plies 2 inches (50.8 mm) beyond top edges of cants at wall and projection bases.
6. Install base flashing ply to all perimeter and projection details.
7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Modified Cap Ply(s): Cut cap ply sheets into 18-foot lengths and allow plies to relax before installing. Install in interplay adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plys specified. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches (203.2 mm). Stagger end laps 12 inches (304.8 mm) minimum.
2. Solidly bond to the base layers with specified cold adhesive at the rate of 2-1/2 gallons per 100 sq feet (0.10764 sq cm).
3. Roll must push a puddle of adhesive in front of it. Care should be taken to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
6. Extend membrane 2 inches (50.8 mm) beyond top edge of all cants in full moppings of the cold adhesive as shown on the Drawings.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8 inch (3.18 mm) gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 076200. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203.2 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 sq feet (0.10764 sq cm) per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203.2 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152.4 mm) O.C. and sealed at top.
5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches (101.6 mm) on center and covered with an acceptable counter flashing.

H. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 sq feet (0.10764 sq cm) per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203.2 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches (101.6 mm) on center and covered with an acceptable counter flashing.

I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

3.6 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Pre-Manufactured Flash-less Snap-On Metal Edge System:
1. Position base ply of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.
2. Prior to installing the base anchor, assure a level plane is present. If not, shim the roof edge surface as required.
3. Extruded base anchor: Apply two 1/4" beads of Sealant on the bottom surface of the top flange of the extruded anchor.
4. Set the extruded anchor on the edge and face fasten through pre-punched slots every 18 inches (457.2 mm) o.c. Begin fastening 6 inches (152.4 mm) from ends.
5. Install Sealant at the ends of the base frame to prevent water from running between base anchor joints.
6. Install compression seals every 40 inches (1016 mm) on center in the slots located at the top of the extruded anchor.
7. Install fascia cover setting the top flange over the top flange and compression seals of the base anchor. Assure compression seals are in place during this process. Beginning on one end and working towards the opposite end, press downward firmly (do not rotate) until "snap" occurs and cover is engaged along entire length of miter.
8. Install splice plate at each end of the base anchor and fascia cover prior to the installation of the next adjacent ten-foot piece.

B. Raised Metal Edge:
1. Inspect the nailer to assure proper attachment and configuration.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203.2 mm) o.c.
3. Install continuous cleat and fasten at 6 inches (152.4 mm) o.c.
4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every 3 inches (76.2 mm) o.c. staggered.
5. Prime metal edge at a rate of 100 sq feet (0.10764 sq cm) per gallon and allow to dry.
6. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152.4 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.
7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228.6 mm) on to the field of the roof.

C. Scupper Through Roof Edge:
1. Inspect the nailer to ensure proper attachment and configuration.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203.2 mm) o.c.
3. Install a scupper box in a 1/4-inch 0.24 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4-inch (3.98 inch (101 mm)) flange. Make sure all

corners are closed and soldered. Prime scupper at a rate of 100 sq feet (0.10764 sq cm) per gallon and allow to dry.

4. Fasten flange of scupper box to nailer every 3 inches (76.2 mm) o.c. staggered.
5. Strip in edge with base flashing ply covering entire area in bitumen with 6 inches (152.4 mm) on to the field of the roof.
6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228.6 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.

D. Scupper Through Wall (Overflow):

1. Inspect the nailer to ensure proper attachment and configuration.
2. Run one ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
3. Install scupper box in a 1/4-inch 0.24 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4-inch (3.98 inch (101 mm)) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 sq feet (0.10764 sq cm) per gallon and allow to dry.
4. Fasten flange of scupper box every 3 inches (76.2 mm) o.c. staggered.
5. Strip in flange scupper box with base flashing ply covering entire area with 6 inch (152.4 mm) overlap on to the field of the roof and wall flashing.
6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228.6 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.

E. Through Wall Counterflashing:

1. Minimum flashing height is 8 inches (203.2 mm) above finished roof height. Prime vertical wall at a rate of 100 sq feet (0.10764 sq cm) per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50.8 mm).
3. Install base flashing ply covering wall with 6 inches (152.4 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228.6 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall at 8 inches (203.2 mm) o.c. Alternatively use caulk to replace the butyl tape.
6. Install counterflashing in through wall reglet.

F. Area Divider:

1. Minimum curb height is 8 inches (203.2 mm) above finished roof height.
2. Set cant. Run all field plies over cant a minimum of 2 inches (50.8 mm).
3. Install base flashing ply covering curb set in flashing adhesive with 6 inches (152.4 mm)on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228.6 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203.2 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.

5. Install pre-manufactured cover. Fasten sides at 24 inches (609.6 mm) o.c. with fasteners and neoprene washers through slotted holes. Furnish all joint cover laps with butyl tape between metal covers.

G. Plumbing Stack:
1. Minimum stack height is 12 inches (304.8 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6.35 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of 1 inch (25.4 mm) down inside of stack.

H. Heat Stack:
1. Minimum stack height is 12 inches (304.8 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6.35 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install new collar over cape. Weld collar or install stainless steel draw brand.

I. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of 24 inches (609.6 mm) from center of drain.
3. Install two base flashing plies (40-inch square minimum) in bitumen.
4. Set lead/copper flashing (30-inch square minimum) in 1/4-inch 0.24 inch (6 mm) bed of mastic. Run lead/copper into drain a minimum of 2 inches (50.8 mm). Prime lead/copper at a rate of 100 sq feet (0.10764 sq cm) per gallon and allow to dry.
5. Run roof system plies over drain. Cut out plies inside drain bowl.
6. Install modified membrane (48-inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

J. Pitch Pocket:
1. Run all plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152.4 mm) onto field of roof.
4. Install second layer of modified membrane extending 9 inches (228.6 mm) onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.

6. Caulk joint between roof system and pitch pocket with roof cement.

K. Liquid Flashing:
1. Mask target area on roof membrane with tape.
2. Clean all non-porous areas with isopropyl alcohol.
3. Apply 32 wet mil base coat of liquid flashing over masked area.
4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
5. Apply 48-64 wet mil top coat of the liquid flashing material over the fabric extending 2 inches (50.8 mm) past the scrim in all directions.
6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

3.7 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.8 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (15.88 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (12.7 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.9 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 (Minimum three-times per week), at no additional cost to the building Owner or contractor, by a full-time employee of the roofing system manufacturer. The project inspector must possess 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.

3. 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
4. Warranty shall be issued upon manufacturer's acceptance of the installation.
5. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
6. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
7. Provide a final report from the Sales 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.

3.10 SCHEDULES

1. SA Vapor Barrier (Ply): self-adhering 45 mil (1.143 mm) SBS with woven polypropylene film backing, air barrier/vapor retarder for roof application that can also serve as a temporary weatherproofing membrane to be used during a roof system installation.
   a. Thickness (ASTM D 5147) 45 mils (1.143 mm)
   b. Tensile Strength (ASTM D 5147)
      1) MD 125 lbf./in. (21.89 kN/m)
      2) XD 90 lbf./in. (15.76 kN/m)
   c. Elongation (ASTM D 5147)
      1) MD 23
      2) XD 20
   d. Tear Strength (ASTM D 4073)
      1) MD 175 lbf. (778 N)
      2) XD 120 lbf. (534 N)
   e. Static Puncture Resistance (ASTM D 5602) Pass 42 lbf. (187 N)
   f. Lap Adhesion (((ASTM D1876))) 20 pli
   g. Peel Resistance on Steel (((ASTM D903))) 10 lbf./in. (1.75 kN/m)
   h. Peel Resistance on Plywood (((ASTM D903))) 5 lbf./in. (0.87 kN/m)
   i. Low Temperature Flexibility, F (ASTM D 5147)
      1) MD Pass -25°F (-32°C)
      2) XD Pass -20°F (-28°C)
   j. Water Vapor Permeance, perm (ASTM E 96, Method B) 0
   k. Air Permeability <0.025 L/s·m2 (((ASTM E2178)))

2. Nailable Vapor Barrier (Ply): 60 mil (1.524 mm) SBS polymer modified vr base sheet reinforced with a high strength polyester/fiberglass/polyester scrim that can also serve as a temporary weatherproofing membrane to be used during a roof system installation.
    a. Tensile Strength (ASTM D 5147)
        1) MD 315 lbf./in. (55.2 kN/m)
        2) XD 315 lbf./in. (55.2 kN/m)
    b. Elongation (ASTM D 5147)
        1) MD 7.0%
        2) XD 9.0%
    c. Tear Strength (ASTM D 4073)
        1) MD 550 lbf. (2446 N)
        2) XD 550 lbf. (2446 N)
    d. Pliability (ASTM D 146)
        1) Pass
    e. Ecology and Recycled Content
        1) Post-Consumer: 31%
    f. Asphalt (ASTM D 226)
        1) 15 lb./100 sq. ft. (6803.84 g/2.83m2)
    g. Air Permeability <0.025 L/s·m2 (((ASTM E2178)))
3. Base (Ply) Sheet: 80 mil (2.032 mm) SBS rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147. Finished membrane meets and/or exceeds ASTM D 6162, TYPE III
    a. Tensile Strength, ASTM D 5147
        1) 2 inch (50.8 mm)/min. @ 73.4 +/- 3.6 deg°F MD 310 lbf/in XD 310 lbf/in
        2) 0.08 inch (2.03 mm)./min. @ 0 ± 3.6°F MD 450 lbf/in XD 450 lbf/in
    b. Tear Strength, ASTM D 5147
        1) 2 inch (50.8 mm)/min. @ 73.4 +/- 3.6 deg. F MD 650 lbf XD 650 lbf
        2) 50mm/min. @ 23 +/- 2 deg. C MD 2891 N XD 2891 N
    c. Elongation at Maximum Tensile, ASTM D 5147
        1) 2 inch (50.8 mm)/min. @ 0 +/- 3.6 deg. F MD 8 % XD 8 %
        2) 50mm/min@ -17.78 +/- 2 deg. C MD 8 % XD 8 %
    d. Low Temperature Flexibility, ASTM D 5147
        1) Passes -30 deg. F (-34.4 deg. C)
    e. Ecology and Recycled Content
        1) Post-Consumer 15% Min
4. Modified Cap (Ply) Sheet: 160 mil (4.06401 mm) SBS-smog reducing mineral surfaced recycled rubber modified roofing membrane with fire retardant characteristics and reinforced with a dual fiberglass scrim and polyester scrim. Performance Requirements according to ASTM D 6162, Type III Grade G.
    a. Tensile Strength, ASTM D 5147
        1) 2 inch (50.8 mm)/min. @ 73.4 +/- 3.6 deg. F MD 550 lbf/in XD 500 lbf/in
        2) 1.97 inch (50 mm)/min. @ 23 +/- 2 deg. C MD 96.25 kN/m XD 87.5 kN/m
    b. Tear Strength, ASTM D 5147
        1) 2 inch (50.8 mm)/min. @ 73.4 +/- 3.6 deg. F MD 900 lbf XD 950 lbf
        2) 1.97 inch (50 mm)/min. @ 23 +/- 2 deg. C MD 4002 N XD 4225 N

c. Elongation at Maximum Tensile, ASTM D 5147
   1) 2 inch (50.8 mm)/min. @ 73.4 +/- 3.6 deg. F MD 10.0% XD 10.0%
   2) 1.97 inch (50 mm)/min. @ 23 +/- 2 deg. C MD 10.0% XD 10.0%
d. Low Temperature Flexibility, ASTM D 5147
   1) Passes -30 deg. F (-34 deg. C)
e. Ecology and Recycled Content
   1) Carbon-neutral shipping 100%
   2) Pre-Consumer 2%
   3) Post-Consumer 12%
   4) Bio-Based Content 1%
   5) Smog-Reducing Granules 100%

5. Field and Flashing Adhesive: HP, hot applied type III asphalt, a high-grade waterproofing and roofing laminate adhesive with high softening point and a correspondingly high penetration index.
   a. Ring & Ball Softening Point (((ASTM D36)))
      1) 225°F to 235°F (107°C to 113°C)
   b. Penetration @ 77°F (25°C) (ASTM D 5)
      1) 16-0.79 inch (20 mm)/10
   c. Penetration @ 32°F (0°C) (ASTM D 5)
      1) 0.2 inch (5 mm)/10
   d. Penetration @ 115°F (46°C) (ASTM D 5)
      1) 50 MM
   e. Flash Point (((ASTM D92)))
      1) 525°F (273°C) min
   f. Ductility @ 77°F (25°C) (ASTM D 113)
      1) 1.5 - 0.07 feet (2.0 cm)
6. Field Adhesive: (Alternate) Cold applied rubberized, polymer modified asphalt roofing bitumen- Rate = 2.5 gal/sq.
   a. V.O.C. compliant ASTM D 3019. Performance Requirements:
   b. Non-Volatile Content ASTM D 4479 70%
   c. Density ASTM D1475 8.9 lbs./gal.
   d. Viscosity Stormer ASTM D562 400-500 grams
   e. Flash Point ASTM D93 100 deg. F min. (37 deg. C)
7. Flashing Ply Adhesive: (Alternate) Cold applied brush grade flashing adhesive- Rate = 5 gal/sq.
   a. Non-Volatile Content ASTM D 4479 70 min.
   b. Density ASTM D 1475 8.6 lbs./gal. (1kg/l)
   c. Flash Point ASTM D93 100 deg. F (37 deg. C)
8. Surfacing: UV activated mineral surface granules
   a. Mineral Surfacing: Cool-Gray Smog Reducing Granules
      1) NOx-Reducing Granules: 100%

2) 4.3 metric tons of carbon dioxide (CO2) equivalent per 20,000 sqft installation.

END OF SECTION

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SECTION 076200
EDGE METAL, SHEET METAL FLASHING AND TRIM

PART 1-GENERAL

1.1 RELATED DOCUMNETS

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, scuppers, and trim
   3. Fascia and edge material
   4. Gutters, scuppers and down spouts

1.3 Related Sections:

A. Division 07 Section Common Work Results for Thermal and Moisture Protection

1.4 Related Work Specified Elsewhere:

A. Division 06 Section - Rough Carpentry

B. Division 07 Section - Modified Bituminous Membrane Roofing

C. Division 07 Section - Joint Sealants

1.5 REFERENCES

A. 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.

B. 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

C. Warnock Hersey International, Inc., Middleton, WI (WH)

D. Factory Mutual Research Corporation (FMRC)
1. FM 1-49 Loss Prevention Data Sheet

E. Underwriters Laboratories (UL)

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
1. 1993 Edition Architectural Sheet Metal Manual

G. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual

H. American Society of Civil Engineers (ASCE)
1. ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.6 SUBMITTALS FOR REVIEW

A. 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

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Verification Samples: For each product specified, two samples, minimum size 6 inches square, representing actual product, and color.

D. Manufacturer's Site Supervision Letter: Certify that site supervision shall be provided by roofing manufacturer representative on a basis 3 (Three) times per week minimum during the duration of the project. Weekly progress reports, complete with pictures and descriptions of that week’s work, shall be submitted to the Owner and Architect at the end of each week during the duration of the project. Failure to submit letter will result in an immediate rejection of the submittal.

E. Manufacturer’s Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer.

G. 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, inspection reports shall be provided for Owner's records. Any deficiencies in the roof coating 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.

H. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this project identifying the terms and conditions required of the Architect, Manufacturer and the Owner.

1.7 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.

1.8 CONTRACT CLOSEOUT SUBMITTALS

A. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

B. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.

C. 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.

1.9 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 reserves the right to inspect fabrication facilities in determining qualifications.

1.10 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.

1.11 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.

1.12 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.

1.13 WARRANTIES

1.14 Owner shall receive one warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.

A. Pre-finished metal material shall require a standard written warranty covering fade, chalking and film integrity. The material shall not show a units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
   1. To be included in Roofing Membrane manufactures edge to edge NDL system warranty refer to section 075200 MODIFIED BITUMINOUS MEMBRANE ROOFING
   2. Terms to match roofing membrane manufacturer's edge to edge NDL ststem warranty refer to section 075200 MODIFIED BITUMINOUS MEMBRANE ROOFING

B. Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.

C. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.

D. 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.

E. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer’s recommendations.

F. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.

G. 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. Refer to section 075200 MODIFIED BITUMINOUS MEMBRANE ROOFING for edge to edge NDL systewarranty terms.

PART 2-PRODUCTS

2.1 PRODUCTS, GENERAL

2.2 Refer to Division 01 Section "Common Product Requirements."

2.3 Materials 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.

2.4 Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

A. Proposals shall be accompanied by a copy of the manufacturer's standard specification section.

B. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

C. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.

D. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.5 ACCEPTABLE MANUFACTURERS

A. Edge Metal sytem shall be provided by Manufacuter of waterproofing roofing sytem and be included in the long term-NDL Edge-To-Edge Warranty Specified
   1. The manufacturer of the waterproofing roofing material shall include all provided edge metal and sheet metal site formed within the long-term NDL, Edge-To-Edge warranty specified.
   2. Provide full range of manufactures standard, deluxe, premium and matte colors for architects selection.

B. Requests for substitutions will be considered in accordance with provisions of Section 1.5 SUBMITTALS.

2.6 MATERIALS

A. Materials: Minimum gauge Copper to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

2.7 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

A. Pre-Manufactured Edge Metal: Flash-less Snap-On Fascia Cover and Splice Plate.

B. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom

C. Pre-Manufactured Edge Metal: Flash-less Snap-On Fascia Extruded Base Anchor and Components as furnished and recommended by the membrane manufacturer.
   1. Base Anchor: 6005A-T61 extruded aluminum.
   2. Compression Seal for top of anchor: TPE thermoplastic elastomer.
   3. Sealant for Flange: Single-component high performance 100% solids, interior and exterior polyether joint sealant.

D. Shop Fabricated Fascia Extension: Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom
   1. Fabricate with 1/2" drip edge hooked to continuous cleat. Nail cleat act 3" oc.
   2. Color to match color of selected pre-manufactured metal edge system.

E. Shop Fabricated closure panels: Aluminum ASTM B209, alloy 3105-H14, in thickness of .040" nom.
   1. fastener/ nail at 3" oc.
   2. Color to match color of selected pre-manufactured metal edge system.

F. Pre-manufactured overflow and spillout scupper compatible with and by same manufacturer of metal edge sytem.
   1. Aluminum ASTM B209, alloy 3105-H14
   2. Color to match color of selected pre-manufactured metal edge sytem

2.8 Finishes for exposed edge metal, snap on fascia, fascia extension and accessories

A. Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils (0.00635 mm) thickness as approved by finish coat manufacturer.
Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.
   1. Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
   2. Bend: ASTM D4145, O-T / NCCA II-19
   3. Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
   4. Gloss (60 deg. angle): ASTM D523, 25+/-5%
   5. Reverse Bend: ASTM D2794, no cracking or loss of adhesion
   6. Nominal Thickness: ASTM D1005
      a. Primer: 0.2 mils (0.00508 mm)
      b. Topcoat, 0.7 mils (0.01778 mm) min

c. Clear Coat (optional, only used with 22 ga. steel) 0.3 mils (0.00762 mm)

7. Color: Provide manufacturer's full range of standard, deluxe and premium colors for selection by architect and owner.

2.9 RELATED MATERIALS AND ACCESSORIES

A. Metal Primer: Zinc chromate type.

B. Plastic Cement: ASTM D 4586

C. Sealant: Specified in Section 079200 or on drawings.

D. Self-Adhering Underlayment, one of the following:
1. 45 mil high temperature underlayment with cross laminated polymer surface
a. Sourced from metal material manufacture

2.10 Fasteners:

A. Corrosion resistant screw fastener as recommended by metal manufacturer.

B. Finish exposed fasteners same as flashing metal.

C. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.

2.11 Gutter and Downspout Anchorage Devices: Material as specified by system manufacture.

PART 3-EXECUTION

3.1 EXECUTION, GENERAL

A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

3.2 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.

3.3 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.

3.4 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. Commencement of installation shall be considered acceptance of existing conditions.

3.5 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.

3.6 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.

F. Back the opening with an internal drainage plate formed to the profile of fascia piece.

G. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

3.7 FLASHING MEMBRANE INSTALLATION

A. Drip Edge Detail
   1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
   2. Install continuous cleat on face of nailer and fasten six (6) inches on center.

3. Install new Drip Edge hooked to continuous cleat. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) feet per gallon.

B. Drip Edge flange with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches onto roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

3.8 CLEANING

A. Clean installed work in accordance with the manufacturer's instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

3.9 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

3.10 FINAL INSPECTION

A. At completion of installation and associated work, meet with Architect, Contractor, Owner, 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 the 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.

3.11 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

SECTION 077200
ROOF ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Roof curbs.

B. Equipment rails.

C. Roof penetrations mounting curbs.

D. Rooftop mounted guardrails.

E. Roof hatches.

F. Rooftop stairs.

1.2 REFERENCE STANDARDS

A. 29 CFR 1910.29 - Fall Protection Systems and Falling Object Protection - Criteria and Practices; Current Edition.

B. 29 CFR 1926.502 - Fall protection systems criteria and practices; Current Edition.

C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.

D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.

F. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).

1.3 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used.
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.
   4. Maintenance requirements.

C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.

D. Warranty Documentation:
1. Submit manufacturer standard warranty minimum 1 year.
2. Ensure that forms have been completed in Owner's name and registered with manufacturer.

PART 2 PRODUCTS

2.1 ROOF CURBS

A. Roof Curbs Manufacturers:
1. Active Ventilation Products, Inc; Insulated Roof Curbs: www.roofvents.com/#sle.

B. Roof Curbs Mounting Assemblies: Factory fabricated hollow sheet metal construction, internally reinforced, and capable of supporting superimposed live and dead loads and designated equipment load with fully mitered and sealed corner joints welded or mechanically fastened, and integral counterflashing with top and edges formed to shed water.
1. Roof Curb Mounting Substrate: Curb substrate consists of standing seam metal roof panel system.
2. Sheet Metal Material:
a. Aluminum: 0.080 inch (2.03 mm) minimum thickness, with 3003 alloy, and H14 temper.
3. Fabricate curb bottom and mounting flanges for installation directly on metal roof panel system to match slope and configuration of system.
a. Extend side flange to next adjacent roof panel seam and comply with seam configurations and seal connection, providing at least 6 inch (152 mm) clearance between curb and metal roof panel flange allowing water to properly flow past curb.
b. Where side of curb aligns with metal roof panel flange, attach fasteners on upper slope of flange to curb connection allowing water to flow past below fasteners, and seal connection.
c. Maintain at least 12 inch (305 mm) clearance from curb, and lap upper curb flange on underside of down sloping metal roof panel, and seal connection.
d. Lap lower curb flange overtop of down sloping metal roof panel and seal connection.

C. Equipment Rail Curbs: Straight curbs on each side of equipment, with top of curbs horizontal and level with each other for equipment mounting.
1. Provide preservative treated wood nailers along top of rails.
2. Height Above Roof Deck: 14 inches (356 mm), minimum.
3. Products:
a. MKT Metal Manufacturing; Equipment Rails: www.mktduct.com/#sle.

D. Pipe, Duct, or Conduit Mounting Curbs: Vertical posts, minimum 8 inches (400 mm) square unless otherwise indicated.

2.2 ROOFTOP MOUNTED GUARDRAILS

A. Non-Penetrating Rooftop Mounted Guardrails:
   1. Provide top and mid railings that comply with 29 CFR 1910.29.
   2. Structural Load: 200 lb (90.7 kg), minimum, in any direction with components in compliance with 29 CFR 1926.502.
   3. Height: 42 inches (1067 mm), minimum.
   4. Railings: 1-5/8 inches (41.3 mm) minimum outside diameter, hot-rolled, welded tubing, free of sharp edges and snag points.
   5. Provide guardrails at all mechanical eqipment less than 10'-0" from roof edge.
   6. Steel Surface Finish: Hot-dip zinc galvanized, with color of safety yellow.

2.3 ROOF HATCHES AND VENTS

A. Roof Hatch Manufacturers:
   1. Bilco Company; Type TB (various types and special size): www.bilco.com/#sle.

B. Roof Hatches and Smoke Vents: Factory-assembled aluminum frame and cover, complete with operating and release hardware.

C. Frames and Curbs: One-piece curb and frame with integral cap flashing to receive roof flashings; extended bottom flange to suit mounting.
   1. Material: Mill finished aluminum, 11 gauge, 0.0907 inch (2.3 mm) thick.
   2. Insulation: Manufacturer's standard; 1 inch (25 mm) rigid glass fiber, located on outside face of curb.
   3. Curb Height: 12 inches (305 mm) from finished surface of roof, minimum.

D. Metal Covers: Flush, insulated, hollow metal construction.
   1. Capable of supporting 40 psf (1.92 kPa) live load.
   2. Material: Mill finished aluminum; outer cover 11 gauge, 0.0907 inch (2.3 mm) thick, liner 0.04 inch (1.0 mm) thick.
   3. Insulation: Manufacturer's standard 3 inch (76 mm) rigid glass fiber.
   4. Gasket: Neoprene, continuous around cover perimeter.

E. Safety Railing System: Roof hatch safety rail system mounted directly to curb without penetration of roofing system.
   1. Products: Bilco Bil-Guard 2.0

F. Hardware: Steel, zinc coated and chromate sealed, unless otherwise indicated or required by manufacturer.
   1. Lifting Mechanisms: Compression or torsion spring operator with shock absorbers that automatically opens upon release of latch; capable of lifting covers despite 10 psf (475 kPa) load.
   2. Hinges: Heavy duty pintle type.
   3. Hold open arm with vinyl-coated handle for manual release.
   4. Latch: Upon closing, engage latch automatically and reset manual release.
   5. Manual Release: Pull handle on interior.
   6. Locking: Padlock hasp on interior.

2.4 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

A. Non-Penetrating Rooftop Support/Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, and not requiring any attachment to roof structure and not penetrating roofing assembly.
   1. Design Loadings and Configurations: As required by applicable codes.
   2. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
   3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
   4. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.

B. Pipe Supports: Provide attachment fixtures complying with MSS SP-58 and as indicated.

2.5 Rooftop Stairs

A. Prefabricated Modular Metal Stairs: Standardized, modular stair components designed with manufacturer's standard stair angle and height charts. Field assemble with mechanical fasteners only.
   1. Provide metal stairs instead of ladder at elevation changes under 30" or locations where roof ladder cannot be installed.
   2. Material: Aluminum, ASTM B221; 6063 alloy, T52 temper for extrusions and 5052 alloy, H32 temper for sheets.
   3. Risers: Open.
   4. Treads: Manufacturer's standard diamond plate.
   5. Landings:
      a. Same construction as treads, supported and reinforced as recommended by manufacturer for design load capacity.
   6. Rails:
      a. Guardrails: 42 inches (1067 mm) high.
      b. Handrails: 30 inches (762 mm) high.
      c. Infill: Pickets.
      d. Rail Finish: Powder coat, safety yellow.
   7. Stair Finish: Manufacturer's standard mill finish.
   8. Install stairs on concrete pavers. fasten stairs to concrete pavers.
   9. Products:
      a. ErectaStep, a SixAxis company; Rooftop Stairs - Non-Penetrating: www.erectastep.com/#sle.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.2 PROTECTION

A. Protect installed products until completion of project.

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

END OF SECTION

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SECTION 079200
JOINT SEALANTS

PART 1 GENERAL

1.1 SUMMARY

A. This document describes the sealing of vertical joints/cracks using a one-component elastomeric joint sealant.

1.2 PRECONSTRUCTION TESTING

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to project joint substrates as follows:
   1. Locate test joints indicated on project or, if not indicated, as directed by the manufacturer's representative.
   2. Perform field tests for each application indicated below.
   3. Notify the Owner minimum of (3) days in advance of dates and times when test joints will be performed.
   4. Each test patch will need a minimum of 5 full days to cure.
   5. Arrange for tests to take place with joint-sealant manufacturer's representative present.
      a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in ASTM C 1193.
   6. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
   7. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
   8. Evaluation of Preconstruction Field-Adhesion-Test Results.
   9. Do not use sealants that fail to adhere to joint substrates during testing.

1.3 SYSTEM DESCRIPTION

A. Design Requirements:
   1. Design number of joints and joint widths for maximum of ± 25% movement.
   2. Design depth of sealant to be ½ width of joint.
      a. Maximum Depth: ½ in.
      b. Minimum Depth: ¼ in.
      c. Maximum Recommended Width: 1 in.

B. Performance Requirements: ASTM C 920, Type S, Grade NS, Use T2, NT, M, A, G and O, Federal Specification TT-C-0230C, ASTM C 1382 for use with EIFS

1.4 DELIVERY, STORAGE AND HANDLING

A. All materials must be delivered in original packaging.

B. Materials must be kept off the ground and protected from inclement weather conditions including but not limited to rain, snow, ice, frost, and high temperatures.

1.5 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: Manufacturer must provide a sample of each sealant to be applied.

C. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
   2. Interpretations of test results written recommendations for substrate preparation as needed to obtain proper adhesion.
      a. QUALITY ASSURANCE

D. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of the material for this project.

E. Source Limitations: Obtain each kind of joint sealant from single source and single manufacturer.

F. Product Testing: Field Test to ensure adhesion.

G. Pre-installation Conference: Conduct conference at project site.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
   2. When joint substrates surfaces are damp or wet.
   3. Where joint widths are outside of the joint width parameters set by the joint sealant manufacturers recommendations.
   4. Where contaminants capable of interfering with adhesion have not yet been properly removed from joint substrates.
   5. Where joint movement will occur exceeding the sealants capabilities.

1.7 WARRANTY

A. Upon completion of installation the manufacturer will supply to the Owner the appropriate warranty.

B. Installer will submit a standard labor warranty to the sealant manufacturer and a workmanship warranty to the owner directly.

1. Basis of design warranty 3 years.

PART 2 PRODUCTS

2.1 GENERAL MATERIALS

A. Compatibility: Provide joint sealants, approved backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Backing Material: Provide backing material or bond breaker tape compatible with joint sealant based on manufacturers recommendations.

D. Acceptable Manufacturers: The basis of design and minimal performance criteria are based upon roofing systems engineered, tested and manufactured by The Garland Company or equal.
   1. The manufacturer of the waterproofing roofing material shall include all provided edge metal and sheet metal site formed within the long-term NDL, Edge-To-Edge warranty specified.
   2. Requests for substitutions will be considered in accordance with provisions of Section 1.5 SUBMITTALS.

2.2 MS JOINT SEALANTS

A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
   1. Elongation (ASTM D412): 450 - 550%
   2. Hardness, Shore A (ASTM C920): 25 - 35
   3. Shear Strength (ASTM D1002): 275 psi

2.3 POLYETHER JOINT SEALANTS

A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
   1. Elongation at Break: 750%
   2. Hardness, Shore A (ASTM D-2240) at 21 days: 24 ± 3

PART 3 SCOPE OF WORK

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants. With installer present, ensure joint sealant manufacturer's requirements for joint configuration, installation tolerances, and other conditions proven to affect joint sealants performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant including; dust, old joint sealant, oil, grease, frost, moisture, and any other foreign contaminants that could interfere with proper adhesion.
   2. Prepare and clean porous joint substrate surfaces by mechanical abrading, grinding, brushing, or a combination of these methods to produce a virgin, sound substrate capable of developing a tenacious bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
   3. Once joint is prepared adequately wipe surface with denatured alcohol prior to sealant application.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install approved sealant backings of kind indicated on sealant manufacturers data sheet to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Ensure sealant backing material is continuous and free of any gaps between each section.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry approved material.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
   1. Ensure proper backing material is used.
   2. Ensure backing material is installed at proper depth.
   3. Ensure proper size backing material is used.

E. Install masking tape to protect surfaces adjacent to recessed tooled joints.

F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Install sealant into prepared joints when joint is at the midpoint of its contraction and expansion cycle.
   2. Install sealants so they directly contact and fully wet the joint substrates.
   3. Completely fill the recesses in each joint configuration.

4. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow sealants to utilize maximum movement capabilities.

END OF SECTION

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SECTION 099113
EXTERIOR PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Materials for backpriming woodwork.

D. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:

E. Paint existing fans, vents, ventilators, supports, brackets,pipes, ladders,to remain. review with achitect/owner items to be repainted proior to painting.

F. Do Not Paint or Finish the Following Items:
1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
2. Items indicated to receive other finishes.
3. Items indicated to remain unfinished.
4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
5. Non-metallic roofing and flashing.
6. Floors, unless specifically indicated.
7. Glass.
8. Concealed pipes, ducts, and conduits.

1.2 DEFINITIONS

A. Comply with ASTM D16 for interpretation of terms used in this section.

1.3 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.

C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

E. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

F. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

1.4 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
   4. Manufacturer's installation instructions.
   5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.

C. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on siding, 12 inches x 12 inches inch (____x____ mm) in size.

D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

E. Manufacturer's Instructions: Indicate special surface preparation procedures.

F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements, for additional provisions.
   2. Extra Paint and Finish Materials: 5 gallons (20 L) of each color; from the same product run, store where directed.
   3. Label each container with color in addition to the manufacturer's label.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Paints:
1. Base Manufacturer: Benjamin Moore.
2. Pittsburgh Paints: www.ppgpaints.com/#sle.
3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

2.2 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
2. Supply each paint material in quantity required to complete entire project's work from a single production run.
3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content:
1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
1) Opaque, Flat: 50 g/L, maximum.
2) Opaque, Nonflat: 150 g/L, maximum.
3) Opaque, High Gloss: 250 g/L, maximum.
c. Architectural coatings VOC limits of the State in which the Project is located.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

D. Colors: To be selected from manufacturer's full range of available colors.
1. Selection to be made by Architect after award of contract.

2.3 PAINT SYSTEMS - EXTERIOR

A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed wood and primed metal.
   1. Two top coats and one coat primer.-Wood
   2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
      a. Products:
         1) Benjamin Moore ultraspec EXT.
   3. Top Coat(s): Exterior Light Industrial Coating, Water Based; MPI #161, 163, or 164. - Metal
      a. Products:
         1) Benjamin Moore Ultraspec D.T.M. Semigloss hp 29.

2.4 PRIMERS

A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
   1. Anti-Corrosive Alkyd Primer for Metal.
      a. Products:
         1) Benjamin Moore Ultra spec acrylic metal primer HP 04.
   2. Alkyd Primer for Galvanized Metal.
      a. Products:
         1) Benjamin Moore Ultra spec acrylic metal primer HP 04.
   3. Latex Primer for Exterior Wood; MPI #6.
      a. Products:
         1) Benjamin Moore Fresh Start all purpose primer (046).

2.5 ACCESSORY MATERIALS

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

B. Sacrificial Anti-Graffiti Coating: Clear, wax emulsion for coating porous or painted surfaces; capable of being removed from substrate with only hot water.

C. Patching Material: Latex filler.

D. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. Test shop-applied primer for compatibility with subsequent cover materials.

E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.2 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or repair existing paints or finishes that exhibit surface defects.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

G. Galvanized Surfaces:

H. Ferrous Metal:
1. Solvent clean according to SSPC-SP 1.
2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.

I. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.3 APPLICATION

A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance.

E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.

F. Sand wood surfaces lightly between coats to achieve required finish.

G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.4 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection.

B. Owner will provide field inspection.

3.5 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.6 PROTECTION

A. Protect finishes until completion of project.

END OF SECTION

SECTION 221413 - FACILITY STORM DRAINAGE PIPING

1.1 SUMMARY

A. Section Includes:

1. Hub-and-spigot, cast-iron soil pipe and fittings.
2. Hubless, cast-iron soil pipe and fittings.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS.

2.1 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Storm Drainage Piping: [10-foot head of water (30 kPa)]

2.2 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS- MATCH EXISTING

A. Pipe and Fittings:

1. Marked with CISPI collective trademark and NSF certification mark.
2. Class: ASTM A 74, Service class.

B. Gaskets: ASTM C 564, rubber.

2.3 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS- MATCH EXISTING

A. Pipe and Fittings:

1. Marked with CISPI collective trademark and NSF certification mark.
2. Standard: ASTM A 888 or CISPI 301.

B. CISPI, Hubless-Piping Couplings:
1. Couplings shall bear CISPI collective trademark[and NSF certification mark].
2. Standards: ASTM C 1277 and CISPI 310.
3. Description: Stainless-steel corrugated shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

2.4 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. General Requirements: Fitting or device for joining piping with small differences in ODs or of different materials. Include end connections same size as and compatible with pipes to be joined.
2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified-piping-system fitting.

B. Insulation:
1. Basis of design Manufacturer: Owens Corning or equal.
2. Jacketed Fiberglass pipe insulation with 2” wall
3. Insulate all new roof drain piping and connections at existing, relocated and new drains.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.

1. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
2. Install piping as indicated unless deviations from layout are approved on coordination drawings.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping to permit valve servicing.

F. Install piping at indicated slopes.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Install piping to allow application of insulation.

J. Make changes in direction for piping using appropriate branches, bends, and long-sweep bends.

1. Do not change direction of flow more than 90 degrees.
2. Use proper size of standard increasers and reducers if pipes of different sizes are connected.

a. Reducing size of drainage piping in direction of flow is prohibited.

K. Install piping at the following minimum slopes unless otherwise indicated:

Revise "Building Storm Drain" and "Horizontal Storm Drainage Piping" subparagraphs below as required by authorities having jurisdiction.

1. Building Storm Drain: [1] percent downward in direction of flow for piping NPS 3 (DN 80) and smaller; [1] percent downward in direction of flow for piping NPS 4 (DN 100) and larger.
2. Horizontal Storm Drainage Piping: [2] percent downward in direction of flow.

L. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

M. Plumbing Specialties:

1. Install drains in storm drainage gravity-flow piping.

a. Comply with requirements for drains specified in Section 221423 "Storm Drainage Piping Specialties."

N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

O. Install sleeves for piping penetrations of walls, ceilings, and floors.

1. Comply with requirements for sleeves specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."

P. Install sleeve seals for piping penetrations of concrete walls and slabs.

1. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."

Q. Install escutcheons for piping penetrations of walls, ceilings, and floors.

1. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."

3.2 JOINT CONSTRUCTION

A. Hub-and-Spigot, Cast-Iron Soil Piping Gasketed Joints: Join according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.

B. Hubless, Cast-Iron Soil Piping Coupled Joints:

1. Join according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.

C. Joint Restraints and Sway Bracing:

1. Provide joint restraints and sway bracing for storm drainage piping joints to comply with the following conditions:

a. Provide axial restraint for pipe and fittings [5 inches (125 mm)] and larger, upstream and downstream of all changes in direction, branches, and changes in diameter greater than two pipe sizes.
b. Provide rigid sway bracing for pipe and fittings [4 inches (100 mm)] and larger, upstream and downstream of all changes in direction 45 degrees and greater.
c. Provide rigid sway bracing for pipe and fittings [5 inches (125 mm)] and larger, upstream and downstream of all changes in direction and branch openings.

3.3 SPECIALTY PIPE FITTING INSTALLATION

A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in ODs.
2. In Drainage Piping: Shielded, nonpressure transition couplings.

3.4 INSTALLATION OF HANGERS AND SUPPORTS

A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."

B. Comply with requirements for hangers, supports, and anchor devices specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."

1. Install [carbon-steel] pipe hangers for horizontal piping in noncorrosive environments.
2. Install [stainless-steel] pipe hangers for horizontal piping in corrosive environments.
3. Install [carbon-steel] pipe support clamps for vertical piping in noncorrosive environments.
4. Install stainless-steel pipe support clamps for vertical piping in corrosive environments.

5. Vertical Piping: MSS Type 8 or Type 42, clamps.
6. Install individual, straight, horizontal piping runs:

    a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
    b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
    c. Longer Than 100 Feet (30 m) if Indicated: MSS Type 49, spring cushion rolls.

7. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
8. Base of Vertical Piping: MSS Type 52, spring hangers.

C. Install hangers for cast-iron soil piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

D. Support horizontal piping and tubing within 12 inches (300 mm) of each fitting[, valve,] and coupling.

E. Support vertical cast-iron soil piping with MSS-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent, but as a minimum at base and at each floor.

3.5 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect interior storm drainage piping to exterior storm drainage piping. Use transition fitting to join dissimilar piping materials.

C. Connect storm drainage piping to roof drains and storm drainage specialties.

1. Install test tees (wall cleanouts) in conductors near floor, and floor cleanouts with cover flush with floor.

D. Where installing piping adjacent to equipment, allow space for service and maintenance.

E. Make connections according to the following unless otherwise indicated:

1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3.6 IDENTIFICATION

A. Identify exposed storm drainage piping.

B. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

3.7 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Test storm drainage piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.

    a. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

2. Leave uncovered and unconcealed new, altered, extended, or replaced storm drainage piping until it has been tested and approved.

    a. Expose work that was covered or concealed before it was tested.

3. Test Procedure:

    a. Test storm drainage piping on completion of roughing-in.
    b. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water (30 kPa). From 15 minutes before inspection starts until completion of inspection, water level must not drop. Inspect joints for leaks.

4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
5. Prepare reports for tests and required corrective action.

C. Piping will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.8 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

3.9 PIPING SCHEDULE

A. Flanges and unions may be used on aboveground pressure piping unless otherwise indicated.

B. Aboveground storm drainage piping [NPS 6 (DN 150) and smaller] <Insert pipe size range> shall be[any of] the following:

1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Hubless, cast-iron soil pipe and fittings; CISPI, heavy-duty, hubless-piping couplings; and coupled joints.

C. Aboveground, storm drainage piping [NPS 8 (DN 200) and larger shall be any of the following:

1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Hubless, cast-iron soil pipe and fittings; [CISPI,] [heavy-duty,] hubless-piping couplings; and coupled joints.

END OF SECTION 221413

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SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal roof drains.
2. Miscellaneous storm drainage piping specialties.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 METAL ROOF DRAINS

A. Cast-Iron , General-Purpose Roof Drains
1. Basis of design : Zurn Z100-85 or equal manufacturer’s including
   a. Jay R. Smith
   b. Marathon Roofing Products.
2. Standard: ASME A112.6.4.
3. Body Material: Cast iron
4. Dimension of Body: 15-inch diameter Match existing
5. Combination Flashing Ring and Gravel Stop: [Required].
6. Flow-Control Weirs: [Required].
7. Outlet: Bottom
8. Outlet Type: [No hub] [Inside caulk] [Threaded] match existing
9. Extension Collars: [Required].
10. Underdeck Clamp: [Required].
11. Expansion Joint: [Required].
12. Sump Receiver Plate: [Required].
13. Dome Material: [Aluminum]
14. Perforated Gravel Guard: [Stainless steel]
15. Vandal-Proof Dome: [Required].

PART 3 - EXECUTION

3.1 INSTALLATION.

A. Install roof drains at low points of roof areas in accordance with roof membrane manufacturer's written installation instructions.

1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Install expansion joints, if indicated, in roof drain outlets.
3. Position roof drains for easy access and maintenance.

B. Comply with requirements for piping specified in Section 221413 "Facility Storm Drainage Piping." Drawings indicate general arrangement of piping, fittings, and specialties.

3.2 INSTALLATION OF FLASHING

A. Fabricate flashing from single piece of metal unless large pans, sumps, or other drainage shapes are required.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors

C. Secure flashing into sleeve and specialty clamping ring or device.

3.3 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423

SECTION 329219
SEEDING

SUMMARY

1.1 Section Includes:

A. Seeding.

INFORMATIONAL SUBMITTALS

2.1 Certification of grass seed.

A. Certification of each seed mixture

2.2 Product certificates.

QUALITY ASSURANCE

3.1 Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

PRODUCTS

4.1 SEED

4.2 Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

4.3 Seed Species:

A. Quality, State Certified: State-certified seed of grass species as listed below for solar exposure.

B. Full Sun: Kentucky Bluegrass.

C. Shade: Proportioned by weight as follows:
1. 60 percent Kentucky blue grass .
2. 20 precent improved perennial ryegrass
3. 20 percent fie Fescules

4.4 Grass-Seed Mix: Proprietary seed mix as follows:

FERTILIZERS

5.1 Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

MULCHES

6.1 Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

PESTICIDES

7.1 General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

EXECUTION

8.1 SEEDING

8.2 Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h).

A. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

B. Do not use wet seed or seed that is moldy or otherwise damaged.

C. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

8.3 Sow seed at a total rate of [3 to 4 lb/1000 sq. ft.

8.4 Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.

8.5 Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of [2 tons/acre (42 kg/92.9 sq. m)] ???Insert values??? to form a continuous blanket [1-1/2 inches in loose thickness over seeded areas.

8.6 Protect seeded areas from hot, dry weather or drying winds by applying compost mulch 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of [3/16 inch and roll surface smooth.

TURF MAINTENANCE

9.1 General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

9.2 Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.

SATISFACTORY TURF

10.1 Turf installations shall meet the following criteria as determined by Architect:

A. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding [90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches

10.2 Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

END OF SECTION 329200

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