
PROJECT MANUAL

FOR **SILL REPAIRS**

WESTON INTERMEDIATE SCHOOL
95 SCHOOL RD
WESTON, CT 06883



Issue Date:
5/14/2021

Issued For:
Bidding

Reference:
Project # 20-0718

Prepared For:
Town of Weston
c/o Jonathan Luiz, Town Administrator
Town of Weston
56 Norfield Road
Weston, CT 06883

Prepared by: Philip Wong

HOWARD L.
ZIMMERMAN
ARCHITECTS & ENGINEERS PC



NOTE TO OWNER:

PLEASE HAVE REVIEWED BY LEGAL COUNSEL THIS PROJECT MANUAL INCLUDING ALL CONTRACT DOCUMENTS AS SOON AS POSSIBLE AND PRIOR TO BIDDING.

THE REVIEW AND AMENDMENT OF THE CONTRACT DOCUMENTS BY LEGAL COUNSEL PRIOR TO BIDDING SHALL MINIMIZE DELAY BETWEEN THE SELECTION OF THE CONTRACTOR AND THE START OF CONSTRUCTION.

AIA Contract Document standard templates have been utilized and are included in this Owner Review Set as a convenience to our clients, however the inclusion of these documents is neither a legal opinion nor recommendation. Your legal counsel can best direct you on the appropriate terms and conditions for the Agreement between Owner and Contractor. Upon request, we can provide legal counsel with the source document file of the AIA Contract Documents for their editing.

Please provide our office with any comments that are to be incorporated into the bid set, including but not limited to;

1. Provide complete comments to the Agreement between Owner and Contractor for final draft
2. Provide any riders to the contract
3. Provide all insurance coverage requirements
Any limits indicated in this Owner Review Set have been developed based on industry standards, but should not be interpreted as a formal recommendation. Legal Counsel and/or Insurance Broker/Consultant should review the Insurance Requirements and provide a project-specific recommendation.
4. Provide all required additional insured entities
5. Provide any project schedule requirements
6. Provide any liquidated damages terms
7. Provide any special payment terms or payment schedule requirements
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INSTRUCTION TO BIDDERS

**THE INSTRUCTIONS TO BIDDERS
DOCUMENT AIA 701
IS ATTACHED FOLLOWING THIS PAGE**

END OF SECTION

DRAFT AIA® Document A701™ - 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

WESTON INTERMEDIATE SCHOOL – SILL REPAIRS
95 SCHOOL ROAD
WESTON, CT 06883

THE OWNER:

(Name, legal status, address, and other information)

TOWN OF WESTON
c/o JONATHAN LUIZ
TOWN ADMINISTRATOR
TOWN OF WESTON
WESTON,CT 06883

THE ARCHITECT:

(Name, legal status, address, and other information)

«HOWARD L. ZIMMERMAN ARCHITECTS & ENGINEERS, P.C. »« »
«11 WEST 30 STREET»
«NEW YORK, NY 10003 »
«PH: 212-564-9393 »

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

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§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

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

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

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§ 7.2 Time of Delivery and Form of Bonds

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

<< >>

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

<< >>

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

<< >>

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

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- .5 Drawings

Number	Title	Date
G-001.00	COVER PAGE	1/3/2020
G-002.00	GENERAL NOTES	1/3/2020
G-003.00	GENERAL NOTES	1/3/2020
A-101.00	ROOF PLAN	1/3/2020
A-102.00	TYPICAL FLOOR PLAN	1/3/2020
A-201.00	NORTH ELEVATION	1/3/2020
A-202.00	SCOPE OF WORK DETERMINATION DIAGRAM	1/3/2020

A-203.00	TYP. EXIST. EXT. WINDOW ELEV.	1/3/2020
A-204.00	TYP. INT. EXISTING & REMOVAL FL. PLAN, ELEV. & SECTION	1/3/2020
A-205.00	TYP. PROPOSED EXT. WINDOW ELEV.	1/3/2020
A-206.00	TYP. PROPOSED FL. PLAN, ELEV. & SECTION	1/3/2020
A-601.00	WINDOW ELEVATIONS & SCHEDULE	1/3/2020
A-602.00	WALL TYPES	1/3/2020
A-701.00	SELECTIVE REMOVAL DETAILS	1/3/2020
A-702.00	PROPOSED DETAILS	

.6 Specifications

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08 88 10	FIRE RATED WINDOWS		
09 29 00	GYPSUM BOARD		

.7 Addenda:

Number	Date	Pages
N/A	N/A	N/A

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
 (Insert the date of the E204-2017.)

« »

[] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

« »





BID BREAKDOWN

PART 1 - GENERAL

1.01 GENERAL

- A. Fill in cost amounts for the categories of Work listed below. Refer to Section 01 11 00, Summary of Work for general descriptions of the Work. Refer to individual specification sections and drawings for more detail descriptions.
- B. Quantities listed below are for estimating purposes only and supplied solely as a convenience to the bidder. Bidder is responsible for obtaining their own measurements and quantities and pricing accordingly. Selected Bidder shall be responsible for full completion of all scheduled Work regardless of stated quantities.

Allowance Quantities include work that will be located by HLZAE during the course of construction and may be in addition to work areas shown on the drawings.
- C. Where discrepancies occur between quantity and total, the Owner has the right to use unit prices to reach a resolution. Unit prices are listed in Section 00 41 43, Bid Forms and Unit Prices
- D. Bid Drawings and Specifications describe the Scope of Work using graphic and written means. It is the job of the qualified Bidder to account for means and methods, and what is implicitly and explicitly necessary in order to furnish complete, contiguous and properly performing project. The Bidder shall incorporate any necessary stated and unstated needs and expenses into the bid-line item cost accordingly.
- E. All transitional work of various type and nature required to render the intended construction document work complete, shall be accounted for by the bidder in the cost line-item most directly associated with the transitional work, either by trade or within the project schedule.
- F. Where work is not singled out and cited in the Bid Breakdown, but is necessary to furnish, complete and install the Scope described in the Construction Documents, that work (labor and materials) shall be accounted for in the cost-line item most closely associated with said work, either by trade or within the project schedule.



BID FORM AND UNIT PRICES
(MANDATORY TO RETURN WITH BID)

PART 1 - BID FORM

DATE: _____

Mr. Joseph Nevins
HOWARD L. ZIMMERMAN ARCHITECTS & ENGINEERS , P.C.
11 West 30th Street
New York, NY 10001

Re: SILL REPAIRS
Weston Intermediate School
Weston, CT 06883

Dear Mr. Nevins:

I affirm that: (check all that apply)

- I have visited the site and examined the Project Manual and all Contract Documents and submit this bid for the base contract Work described by those documents. In addition, I have verified all dimensions prior to the preparation of this bid.
- I understand the Special Inspections required for the project, as indicated on the drawings, and that it is the Contactor's responsibility to coordinate these inspections with the Special Inspection Agency.
- I have thoroughly read the Form of Agreement and all Riders to the Agreement and agree to all provisions and requirements as stated herein.
- I have thoroughly read the Supplemental Conditions and agree to all provisions and requirements stated herein.
- I shall submit a completed Bid Breakdown with this Bid along with all unit prices.
- I have included signed copies of all Addenda issued to date.
- I have completed and attached the Contractors Qualification Statement.
- I have read the Project Manual and agree to provide all specified products, materials and warranties as stated herein and will not request substitutions.

I agree:

- To hold my Bid open for sixty days after Bid Due Date; **Noon on June 18, 2021.**
- To enter into and execute a Contract awarded on the basis of this Bid;
- To commence Work immediately on receipt of Notice to Proceed; and
- To complete the Work in _____ Working days.

I will perform the base contract Work described above for the lump sum of:

_____ dollars (\$ _____).

SIGNED NAME _____

PRINTED NAME _____

NAME OF COMPANY _____

POSITION IN COMPANY _____

TELEPHONE NUMBER _____



PART 2 - UNIT PRICES

2.01 GENERAL

- A. It is understood and agreed by the Contractor that the Owner reserves the right to reject any or all of the following Unit Prices which the Owner may consider excessive or unreasonable.
- B. If the following items of Work are added or deleted to quantities required by documents, Unit Prices will apply as stated. Substitutions are not acceptable. Unit Prices listed below must be filled in and submitted with Bid.

2.02 SCHEDULE OF UNIT PRICES

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>UNIT PRICE</u>
1) Rate for mechanic	Per diem	
2) Rate for laborer	Per diem	
3) Rate for licensed welder and assistant	Per diem	
4) Cost to provide performance bond	%	

END OF DOCUMENT

	DESCRIPTION	WORK QUANTITY	UNIT	UNIT PRICE	TOTAL COST
A	BASE BID				
1	Sill Removal and replacement : Remove existing precast concrete window sill, 72" by 8" by 5", store for re-installation. This item is to include the removal of caulk to access the shim stacks between the window fame and the sill, and cutting the screw concealed in each shim stack. Upon removal of the sill, the remaining screw stubs are to be removed from the sills, and the sills stored for future re-installation. Upon completion of other work at the sill area, reinstall existing sills as indicated, utilizing spring load pins to align the sill face with adjacent precast stone band.Refer to Sheet A-101.00 and Sheet A-701.	47	Ea		\$0.00
1	Sill Repair: After removal of sills and screw stubs, survey siill for cracks. Cracks are to be sealed with clear epoxy tinted to match stone color for minimal visibility when reviewd from 10 feet away. NOTE: the 17 sills on the front of the building are to be crack free; sills from the rear of the building may be relocated as need be to acheive this. Reminder of sills with least amount of cracks are to be on the side of the buiolsding, and the rear of the building is the remaining sills. Screw holes in sill to be filled with epoxy	80	LF		\$0.00
4	Sill Bearing Remediation: Remove single brick course below sill in order to relocate existing brick ties as shown. Reset existing bricks and provide new bent meatl support angle as indicated, bolted to existing studs in wall. Provide waterproof membranes and end dams as indicated.	47	Ea		\$0.00
5	Joint Sealant Replacement at Sills: Remove existing caulk and install joint sealant and backer rod to match existing, at joint between window sill and precast stone, and at jamb ends of sill as shown on elevation drawings. Refer to Sheet A-701.	385	LF		\$0.00
6	Joint Sealant at Existing Sills: At location noted on A-101.00 provide new caulk an backer rod at locations where caulk is missing, including priming substrate as required. Install joint sealant and backer rod to match existing, at joint between window sill and precast stone, and at jamb ends of sill as shown on elevation drawings. Refer to Sheet A-701.	50	LF		\$0.00
7	Sill Cleaning: After removal of sills at rear of building, sill are to be cleaned of all biological growth. This has previoully been achieved via pressure washer; intention is for these sills to be installed at front of building matching the adjacent stone band.	17	EA		\$0.00
B	ALLOWANCES				
1	Sill Replacement: Source new matching precast concrete sills. Sills to be identical to existing in color, texture and profile, with reinforcement as per the existing sills. This allowance is only to be used should a sill prove to be excessivly damaged and require replacement. Damage to sills during removal by improper support or movement will be the responsibility of the contractor.	5	EA		\$0.00
4	Joint Sealant Replacement: Removal of deteriorated joint sealants and replacement with joint sealant and backer rod to match existing, as shown on elevation drawings and directed by Architect. Refer to Detail 8/Sheet A-701.	50	LF		\$0.00
C	MOBILIZATION AND GENERAL CONDITIONS				
1	General Conditions: All soft costs required to meet and satisfy the terms and general conditions of the contract to include but not be limited to insurance, permits, administration, warranties, etc.		LUMP SUM		\$0.00
2	Mobilization: All costs required to rigging, hoisting, permitting, scaffolding, storage etc.		LUMP SUM		\$0.00
	TOTAL				#NAME?
	Working Days:				

| The contractor is to verify all dimensions in the field prior the to the submittal of his or her bid.
 All work is to comply with the specifications, applicable codes of all governing agencies as well as industry standards and manufacturer's requirements (COST ESTIMATE) |

CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS AND SUPPLIERS

HLZAE Document

Distribution to:

- H.L. ZIMMERMAN A&E. P.C.
- OWNER
- CONTRACTOR
- SURETY
- OTHER

TO
OWNER: Jonathan Luiz
Town Administrator
Town of Weston
56 Norfield Road
Weston, CT 06883

ARCHITECT'S PROJECT NO: 20-0718

CONTRACT FOR: Weston Intermediate School
Sill Repair

PROJECT: Sill Repair

CONTRACT DATED:

STATE OF: **Connecticut**

COUNTY OF: **Fairfield**

The undersigned "Contractor" hereby certifies that listed below are ALL the names and addresses of ALL subcontractors, material and equipment suppliers or other parties that are under contract or agreement, explicit or implied with the "Contractor" for work, labor, services or materials in connection with the Project and Owner named above. The Contractor agrees that he will upon completion of the project, prior to receipt of his Final Payment, obtain Final Waivers of Liens from all parties listed below.

Name of Subcontractor/Supplier	Address	Contact/ Phone no.

CONTRACTOR:
NAME AND ADDRESS

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to me before me on this date:

Notary Public:
My Commission Expires:



BIDDER'S QUALIFICATION STATEMENT

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: Mr. Jonathan Luiz
Town of Weston
95 School Road

Weston, CT 06883

Project: Weston Intermediate School
Weston, CT 06883
Façade Repair & Concrete
Testing
Work Type: Other: Sill Repairs

Submitted By:

Organization
Type: Corporation

If submitting bid as a joint venture, each part to the joint venture must submit a separate form of Contractor's References and Statement of Qualifications.

I. ORGANIZATION INFORMATION

1. How many years has your organization been in business as a Contractor?
2. How many years has your organization been in business under its present business name?
3. Under what other or former names has your organization operated?
4. Identify the Principals, President, Vice President, CEO, Partners, Shareholders (owning in excess of 5% of the stock), and/or Co-Ventures. State the extent of their respective interests in the Contractor organization.

Name, Position	Extent of Interest
a. _____	_____ %
b. _____	_____ %
c. _____	_____ %
d. _____	_____ %
e. _____	_____ %

5. Identify all other entities in which any person identified in response to Question I.4, above, has an interest, directly or indirectly, of 5% or more (whether of stock, partnership, membership or other interest).



II. LICENSING INFORMATION

1. List jurisdictions in which your organization's partnership or trade name is filed.

2. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

3. Identify all licenses held by your organization or any of its principals for the performance of construction work or related services.
 - a. Has any license to perform construction work or related services held at any time by your organization or any of its principals been suspended or revoked?

 - b. If yes, provide details:

III. CLAIMS AND SUITS

1. Has your organization ever failed to complete any work awarded to it?

If yes, provide details:

2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

If yes, provide details:

3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

If yes, provide details:

4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization that failed or was alleged to have failed to complete a construction contract?

If yes, provide details:

5. In the past ten (10) years has; (i) Contractor, (ii) any firm which owns 5% or more of Contractor, (iii) any firm of which 5% or more is owned by Contractor, or (iv) any person listed in the response to question I.4 above, been the subject of any of the following actions:



- a. Been suspended, barred, disqualified, had its qualification revoked, or otherwise been declared ineligible to bid on any project, public or private?
If yes, provide details:
- b. Been terminated or threatened to be terminated for cause from a construction project or contract?
If yes, provide details:
- c. Had liquidated damages assessed against it in connection with a construction contract?
If yes, provide details:
- d. Been removed as the authorized installer of any manufacturer?
If yes, provide details:
- e. Has Contractor or any principal of Contractor been convicted of a felony or a misdemeanor?
If yes, provide details:
- f. Are any criminal or civil charges presently pending against Contractor or any principal of Contractor?
If yes, provide details:
- g. Has Contractor, or any principal of Contractor, or any business entity in which any principal of Contractor has been a principal, been the subject of any investigation (civil or criminal) by any governmental agency or public authority to date, including any presently pending investigation?
If yes, provide details:
- h. Has Contractor, or any principal of Contractor, or any business entity in which any principal of Contractor has been a principal, been involved in any litigation, civil or criminal, or in any arbitration proceedings, including any presently pending investigation? And are there any judgments outstanding against same?
If yes, provide details:
- i. Is Contractor, or any principal of contractor or the spouse or offspring of any such principal, related in any manner to any principal, director or officer of Owner, Property Manager, Owner's Representative (if any) or Architect?
If yes, provide details:

IV. INSURANCE

1. State whether Contractor can provide general commercial liability insurance as described in the Contract and if not, State how much could be provided.



Other Amount: \$

V. PROJECT RESOURCE ALLOCATION

Itemize the work you intend to perform with you own work force and items which you propose to subcontract and identify all subcontractors.

Work Items to be Performed with Own Work Force	Work to be Sub-Contracted	
	Work Items	Sub-Contractor



VI. EXPERIENCE & REFERENCES

On separate sheet(s) list;

1. The construction experience and present commitments of the key individuals of your organization.
2. The major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
 - a. State average annual amount of construction work performed during the past five years.
3. At least five (5) projects of comparable scope, scale or complexity to the proposed project your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
4. Major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percentage of the cost of the work being performed with your own forces, percent complete, and scheduled completion date.
 - a. State total worth of work in progress and under contract.
5. At least five (5) references including contact information

VII. CONDITIONS

Submission of this statement will constitute permission by the Contractor for Owner, Architect or anyone else acting on behalf of Owner, to contact any private or governmental person, entity or agency concerning the experience, financial condition and background of Contractor and its principals.

Contractor understands and agrees that if the Owner designates Contractor to perform the work, such designation shall not preclude the Owner from subsequently concluding, based upon obtaining additional information or further analysis of the information previously submitted, that the Contractor is not qualified to perform the work and to de-designate Contractor.

VIII. CERTIFICATION

By submitting its proposal, Contractor, and the person signing this Statement on behalf of Contractor, each certifies, (and in the case of a joint proposal each party thereto certifies as to its own organization), under penalty of perjury, that to the best of each of their knowledge and belief:

1. The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition.
The fact that Contractor, or Manufacturer of proposed materials, has published a price list, rates, or tariffs covering items being procured, or the fact that Contractor has communicated with subcontractors for the purpose of estimating and preparing its proposal, do not constitute a disclosure within the meaning of this subparagraph.
2. Unless otherwise required by law, the prices which have been quoted in the proposal, have not been knowingly, and will not knowingly be, disclosed by the Contractor directly or indirectly to any other bidder or to any competitor prior to bid opening.
3. No attempt has been made or will be made by Contractor to induce any other person, partnership, firm or corporation to submit or not to submit a proposal for the purpose of restricting competition.



IX. SIGNATURE

I, _____, being duly sworn, state that the information provided herein is true and sufficiently complete so as not to be misleading under penalty of perjury.

Print Name

Signature

Title

Date

Company

Subscribed and sworn to before me

This _____ day of _____, 20__

Notary Public

Seal

Note From Owner: The Town of Weston is an Equal Opportunity Employer / Affirmative Action Employer. The Town of Weston reserves the right to reject or accept any or all Bids and to waive any informalities, omissions, excess verbiage or technical defects in the bidding if, in the opinion of The Town of Weston it would be in the best interest to do so.



AGREEMENT FORMS

**THE AGREEMENT
TO BE EXECUTED
IS ATTACHED FOLLOWING THIS PAGE**

END OF SECTION

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

TOWN OF WESTON«
c/o JONATHAN LUIZ»
«TOWN ADMINISTRATOR»
«TOWN OF WESTON»
«WESTON,CT 06883»

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

« »« »
« »
« »
« »

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

«WESTON INTERMEDIATE SCHOOL – SILL REPAIRS»
«95 SCHOOL ROAD»
«WESTON, CT 06883»

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

«HOWARD L. ZIMMERMAN ARCHITECTS & ENGINEERS, P.C. »« »
«11 WEST 30 STREET»
«NEW YORK, NY 10003 »
«PH: 212-564-9393 »

The Owner and Contractor agree as follows.

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

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

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
_____	_____

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
_____	_____

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
_____	_____	_____

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

Item	Price
_____	_____

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
_____	_____	_____

§ 4.5 Liquidated damages, if any:

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

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

<< >>

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

<< >>

<< >>

<< >>

<< >>

§ 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

[] Litigation in a court of competent jurisdiction

[] Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[<< >>] The Sustainability Plan:

Title	Date	Pages

[<< >>] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

<< >>

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

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)



GENERAL CONDITIONS

**THE GENERAL CONDITIONS
TO BE EXECUTED
IS ATTACHED FOLLOWING THIS PAGE**

END OF SECTION

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

«WESTON INTERMEDATE SCHOOL – SILL REPAIRS»
«95 SCHOOL ROAD»
«WESTON, CT 06883»

THE OWNER:
(Name, legal status and address)

«TOWN OF WESTON
c/o JONATHAN LUIZ»
«TOWN ADMINISTRATOR»
«TOWN OF WESTON»
«WESTON,CT 06883»

THE ARCHITECT:
(Name, legal status and address)

«HOWARD L. ZIMMERMAN ARCHITECTS & ENGINEERS, P.C. »« »
«11 WEST 30 STREET»
«NEW YORK, NY 10003 »
«PH: 212-564-9393 »

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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



SUPPLEMENTAL CONDITIONS

HLZAE PART 1 – GENERAL

1.01 SUMMARY

A. General

1. Contractor shall be subject to stoppage of work, at Contractor's expense, every time the Supplemental Condition directives are violated.
2. Contractor shall be subject to reimbursing Owner for cost of additional professional services fees incurred by Owner as a result of Contractor violating the Supplemental Condition directives.
3. HLZAE shall be the decision maker in regard to such violations.

1.02 COMMENCEMENT AND MOBILIZATION

A. Pre-Mobilization

1. Be ready, willing, and able to mobilize the project within two (2) weeks upon receipt of written direction to proceed by HLZAE.
2. File for all required permits immediately upon being formally notified of award with the understanding that time is of the essence. Ensure the TR1 is provided to the DOB prior to obtaining the permit. HLZAE may require documentation that the filing process for all permits has commenced.
1. Provide all required insurance upon being formally notified of award.
2. Photo-document interior spaces adjacent to the work areas and notify HLZAE and the Owner in writing of any damaged finishes prior to the start of the Work.

B. Commencement of Work

1. Commence the Work enabled by the issuance of a permit within ten continuous calendar days of the issuance of the permit. If the Work does not commence within the ten (10) continuous calendar day milestone (commencement milestone), the project duration be reduced by the number of days between the commencement milestone date and the actual start date.

C. Project Duration

1. Complete the project within the work days established in the contract documents.

D. Contractor's Use of Site

1. Confine operations at the Site to the areas permitted under the Contract. Assume full responsibility for the protection of products under the Contract and, if so required, obtain and pay for the use of additional "off-site" storage beyond the area provided around the property line.

1.03 STAFFING

- A. Provide a fluent English-speaking site Foreman dedicated to the project full time (on site at all times when Work is in progress).
- B. The licensed master or special rigger for the project shall be the sole proprietor, a partner in the partnership, or an officer of the corporation of the Contractor as per the Connecticut Building Code. Use of 3rd party licensed riggers are prohibited.
- C. The Rigging Foreman shall be an employee on the payroll and covered by the worker's compensation insurance of the licensee or the business association of the licensee and meet



all qualifications set forth in the Connecticut State Building Code.

1.04 NOTIFICATIONS

- A. Provide at least 48 hours' notice to HLZAE for requested and/or required inspections. Keep work area accessible and exposed for HLZAE observation. It is the Contractor's responsibility to coordinate HLZAE's final inspection for each work area.
- B. Notify the relevant Special Inspection Agencies in writing at least 72 hours before the commencement of any work requiring special inspection and keep work accessible and exposed until completion of the required Special Inspection.
- C. Notify the Owner's Representative at least one week in advance of general mobilization as well as specific work area mobilization.
- D. Notify the Owner's Representative a minimum of 72 hours in advance of demolition and/or other noisy work.
- E. Notify the Owner's Representative a minimum of 72 hours in advance of using odorous products, including but not limited to primers, paints, mastics, liquid membranes and flashings.

1.05 DISCREPANCIES IN EXISTING CONDITIONS

- A. Immediately call to HLZAE's attention conditions encountered during the process of the Work that;
 - 1. materially differ from those shown on the Drawings or indicated in the Specifications,
 - 2. could not reasonably have been anticipated,
 - 3. will materially affect the cost of the Work.
- B. Do not further disturb these conditions until HLZAE has investigated the condition and provided direction in writing.

1.06 APPLICATIONS FOR PAYMENT

- A. Submit a Schedule of Values for acceptance by HLZAE prior to first application for payment.
- B. Indicate HLZAE's project number.
- C. Submit to HLZAE a "draft "pencil" requisition for review and pre-approval, prior to submitting notarized application for payment.
- D. Payment Application "Current Payment Due" shall not be less than \$10,000, except for final applications.
- E. Submit three (3) original signed and notarized copies to HLZAE for certification.
- F. Include a lien waiver and affidavit of subcontractors with each application. Standard lien waiver template shall be provided by HLZAE./OWNER
 - All applications for payment shall include lien waiver from each subcontractor and supplier.
- G. Provide revised project schedule with submission of payment applications, as requested by HLZAE.
- H. Provide as-built drawings with submission of payment applications, including photo documentation of work in progress as requested by HLZAE.

1.07 VIOLATIONS

- A. All violations issued as a result of the Contractor's equipment and or work shall be the full and sole responsibility of the Contractor to cure, including all monetary penalties.



- B. If not addressed in a timely fashion, the Owner reserves the right to cure all Contractor-related violations at Contractor's expense. Reimbursement to Owner is to include all costs (attorney, expeditor, HLZAE, etc.) incurred by the Owner to remove violations.

1.08 HAZARDOUS MATERIAL ABATEMENT

- A. Perform all abatement by a fully licensed, certified and insured abatement contractor.
- B. Abate in compliance with applicable codes and regulations of all governing agencies.
- C. Asbestos
 - 1. Suspend work and notify HLZAE if the presence of asbestos is suspected during the process of the Work. Allow samples can to be taken and tested.
 - 2. Transported and disposed of all asbestos containing material in full compliance with the requirements of all governing agencies.
 - 3. Provide asbestos abatement project submittals, including;
 - a. Abatement Contractor's Insurance Certificate
 - b. Abatement Contractor's Asbestos Handling License
 - c. Abatement Contractor's Asbestos Notification Applications (ACP7)
 - d. Abatement Contractor's Asbestos Project Notification
 - e. Abatement Contractor's Trucking Manifest
 - f. Abatement Contractor's Waste Manifest
 - g. Asbestos Project Completion Form (ACP21)
 - 4. Air monitoring to be provided by independent third party certified air monitoring company contracted by Owner.
- D. Lead
 - 1. Perform lead paint removal by a licensed lead safe contractor per OSHA/EPA regulations and guidelines, if required.

1.09 HOUSEKEEPING

- A. Keep the worksite free from debris at all times.
- B. Remove material and debris from the Site regularly, but not less than once a week.
- C. Under no circumstances shall rubbish be dropped or thrown from one (1) level to another inside or outside building or from the windows.
- D. Wet down dust-producing material regularly to reduce air-born contaminants. All cutting and or grinding tools are to be used with dust catching equipment.
- E. Keep temporary facilities, changing areas, toilet facilities, and Building space provided for Contractor's use clean at all times.
- F. Prevent the accumulation of food, garbage or other debris that might attract vermin or insects to the site.
- G. Should the Work, or the Contractor's lack of housekeeping, cause the Project to experience rodents or pest Contractor shall provide rodent and pest control by a licensed exterminating company.
- H. Comply with all laws, rules and regulations governing pollution control.
- I. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems,



- approved sewage disposal systems or any waterway.
- 1.10 SAFETY
- a. Fire Prevention
 - 1. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work.
 - b. Maintenance of Site and Adjoining Property
 - 1. Secure and maintain the Site from commencement of Work until the Contract is completed and Work accepted by the Owner.
 - 2. Maintain and keep safe the Site and adjoining property, including structures, sidewalks, site improvements, walls, gates, sewer lines, water, gas, electric and other mains, pipes, conduits and fire hydrants at no additional cost to the Owner, and in conditions equal or better than those existing prior to commencement.
 - 3. Keep adjoining entrances and exits clear. Do not use such areas for parking or storage.
 - c. Scaffolding
 - 1. Adhere to all OSHA (Occupations Safety and Health Association), SAIA (Scaffold & Access Industry Association), and SSFI (Shoring and Forming Institutes) guidelines.
 - a. Attached Exhibits
 - i. Code of Safe Practices for Construction Hoists
 - ii. Code of Safe Practices for Material Hoists
 - iii. Code of Safe Practices for Adjustable Suspended Scaffolds
 - iv. Code of Safe Practices for Mast Climbing Work Platforms
 - v. Code of Safe Practices for Frame Scaffolds, System Scaffolds, Tube and Clamp Scaffolds, & Rolling Scaffolds
 - 1. Provide copies of each worker's certificate of completion card for required 10 Hour OSHA Construction Safety Course by an approved trainer. Workers shall always carry their wallet card while on site.
 - 2. No unsafe condition shall be left uncorrected.
- 1.11 TENANT PROPERTY
- A. Owner Responsibilities
 - 1. The work areas shall be completely free and clear of objects before Work is started on the roof area. All furnishings, planters or personal property stored or placed on the roof, terrace, balcony or yard areas shall be removed completely off the roof area by tenant, building superintendent or building management prior to Work being performed at effected locations.
 - 2. Owner shall communicate and enforce deadline with tenants for removal of tenant property.
 - B. Contractor shall not be required to "phase" the Work to accommodate objects that are left on the roof or to work around the stored objects.
 - C. Items left on the roof beyond the "clear-off" deadline shall be removed and disposed of by the Contractor. Cost of labor, removal and disposal of discarded objects shall be back-charged to the Owner. Contractor shall not be responsible and shall be held harmless for the loss or disposal of objects left on the roof and disposed after the "clear-off" deadline date.
 - D. Any arrangement with the Contractor to move or dispose of personal objects is strictly a third party arrangement and is outside of the scope of this project and must not affect the cost, progress or scheduling of the project.



1.12 GLASS & GLAZING

- a. Perform a preconstruction inspection of all glass in vicinity of the Work before starting Work.
 1. Photo-document and notify HLZAE and Owner in writing of all cracked, chipped or scratched glass.
 2. Obtain written acknowledgment from the Owner of the damage list, otherwise work area will be considered defect-free.
 3. Any defects not listed and found after Work was performed by the Contractor shall be deemed caused directly or indirectly by the Contractor who shall be responsible for the replacement thereof.
- b. Refrain from using any material or tool that may scratch or damage glass anywhere in the vicinity of glazed elements.
- c. Exercise care in insuring that any part of the scaffold platform does not come in contact with window glass at any point during its operation.

1.13 TESTING

1. General
 - i. Notify HLZAE a minimum of 48 hours in advance, prior to the commencement of any testing.
2. Railings
 - i. Installed and/or reset railing systems shall be tested to verify compliance with loading requirements outlined in the Connecticut State Building Code.
3. Laboratory Testing
 - i. Retain a certified Testing Laboratory
 - a. Propose a certified Testing Laboratory for acceptance by Owner prior to conducting laboratory testing.

1.14 WARRANTIES

A. Contractor Warranty

The Contractor shall and hereby does warrant, in accordance with Article 3.5 of the AIA 201 General Conditions, that all materials and workmanship shall be of the quality, quantity and character specified and/or shown and that any defect due to the use of any improper workmanship or material discovered and made known to the Contractor within five (5) years of the final completion of the Work shall be made good by the Contractor without additional expense to the Owner. The Contractor shall supply all material, labor and cost of rigging and scaffolding, including sidewalk bridging, permits, and site safety requirements to perform corrective work that has been deemed by HLZAE to be deficient or not in conformance with the contract documents. This warranty is in addition to any other warranty or guaranty provided in the contract.

B. Manufacturer Warranties

1. Provide copy of warranty registration documents to Owner and HLZAE.
2. Provide Manufacturer Inspection Reports to Owner and HLZAE.
3. Required warranties;
 - a. Mortar material(s) warranty.
 - b. Sealant manufacture warranty.



1.15 CONTRACTOR NON-PERFORMANCE

- A. A contract is awarded with the expectation that both the Contractor and the Owner have entered into the agreement in good faith, and that both parties will perform their respective duties and obligations in accordance with the contract specifications, terms and conditions and at the quoted price. Occasionally, situations arise when the Contractor does not perform and the Owner may suffer damages as a result.
1. Typical non-performance issues include, but are not limited to:
 - a. Missing a scheduled milestone and/or delivery.
 - b. Inadequate staffing levels.
 - c. Little or no activity on the project with little or no justification.
 - d. Late worker arrivals or no-shows by crew.
 - e. Providing inferior materials or workmanship.
 - f. Unqualified workers.
 - g. Damaged shipments.
 - h. Damage to properties due to on-site accidents.
 - i. Unauthorized substitutions.
 - j. Failure to coordinate subcontractor work.
 - k. Unauthorized use of sub-contractors.
 - l. Refusal to perform critical work after a directive is issued.
 - m. Providing work that significantly differs from previously agreed upon and approved mock-ups.
 - n. Misrepresenting substantial completion of the work or a portion of the work.
 - o. Misrepresenting readiness of work for inspection or observation by HLZAE.
 2. The Contractor shall be notified of the nonperformance issue and afforded the opportunity to resolve the nonperformance issue within an established period of time. Owner shall be entitled to actual costs incurred due to non-performance.
 3. If the Contractor represents that the work, or portion thereof: is ready for review, has been corrected per HLZAE's direction, or is substantially complete, but upon review by HLZAE is not so the Contractor shall reimburse the Client at one and a half (1½) times HLZAE's billing rate for HLZAE's additional time.
 - a. This includes, but is not limited to shop drawings, mock-ups, observations of portions of work, scaffold inspections, and punch lists.

PART 2 - NOT USED

PART 3- NOT USED

END OF SECTION

CODE OF SAFE PRACTICES FOR CONSTRUCTION HOISTS
DEVELOPED FOR THE INDUSTRY BY THE SCAFFOLD AND ACCESS INDUSTRY ASSOCIATION (SAIA)

It is the responsibility of all employees, erectors, operators and users to read and comply with the following commonsense guidelines. They are designed to promote safety in the erection, dismantle, operation and use of Construction Hoists. These guidelines are not all inclusive, and neither supplement nor replace additional safety and precautionary measures that cover usual or unusual conditions. If these guidelines conflict in any way with state, local, or federal statute or governmental regulations, said statute or regulation shall supersede these guidelines. It shall be the responsibility of each Construction Hoist employer and user to comply there with and to be knowledgeable and understand all state, local or federal statute or governmental regulations pertaining to Construction Hoists.

GENERAL GUIDELINES

1. Post the safety guidelines in a conspicuous place. Be sure that all persons who erect, use, operate, or dismantle the Construction Hoist are fully aware of them and have been trained in the safe operation of the Construction Hoist.
2. Do not erect, dismantle or alter the Construction Hoist unless under the supervision of a Qualified Person. Modification to a Construction Hoist must have approval from the manufacturer or equivalent entity.
3. Follow all equipment manufacturers' recommendation as written in the operations manual. Abide by all local, states and federal statutes and regulations in your area pertaining to Construction Hoists including but not limited to ANSI A10.4.
4. Before using the Construction Hoist, a pre-start inspection as described in the operation manual for said Construction Hoist, and job site specific hazards must be completed. Do not carry passengers until the daily inspection is complete.
5. Inspections pursuant to manufacturer, ANSI A10.4, and local requirements, shall be performed at a minimum of every 90 days. A qualified person must perform these inspections. Do not operate the Construction Hoist if a safety device is overdue for replacement or a drop test is required.
6. Always store ladder inside car for emergency roof access. Always have rooftop guardrails installed. Rooftop access door shall be closed during operation. Do not defeat the interlocks.
7. The base enclosure must be closed and locked at all times during Construction Hoist operation. Authorized personnel are the only persons allowed in the base fence enclosure and only with full knowledge of the operator.
8. Do not exceed maximum load limitations set by the Construction Hoist manufacturer. Consult operator manual for maximum load.
9. The operating manuals shall be available to operators on site.
10. Do not operate, erect, locate or dismantle the Construction Hoist if you are under the influence of drugs, alcohol or other substances.
11. When applicable, means shall be used to protect against use by unauthorized person(s). Always secure the Construction Hoist from an unauthorized use after the work shift.
12. Do not operate unit with any electrical panel door open. Make sure all electrical components are in proper and safe operating condition.
13. Do not erect, operate or dismantle Construction Hoist during winds exceeding 30 mph, or in lightning storm.
14. Do not hoist car(s) when workers are in or on the tower, inside the base enclosure or potentially in the hoistway.
15. All passengers / operators must be inside the car or outside of the hoistway before the car(s) are moved.
16. Never take chances! If in doubt regarding safety or use of the Construction Hoist, consult your supplier.

*The safety guidelines (code of safe practices) cover some common sense procedures for safely erecting, dismantling and using Construction Hoist. Always follow the Model Specific guidelines provided by the manufacture or Construction Hoist provider.

**Field conditions vary, and are beyond the control of the SAIA and Construction Hoist Council; safe and proper use of the Construction Hoist is the sole responsibility of the employer.

Disclaimer: The information contained herein is believed to be accurate as of the date of publication. This provides information on methods of safe use but does not purport to be all-inclusive, or to supplant or replace any manufacturer or other safety and precautionary measures. They are intended to neither conflict with nor supersede the requirements of law or governmental regulations, codes and ordinances. The user must refer to such provisions. Scaffold & Access Industry Association expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information. The ownership of the copyright for this guide belongs to the Scaffold & Access Industry Association.

**CODE OF SAFE PRACTICES FOR MATERIAL HOISTS
DEVELOPED FOR THE INDUSTRY BY THE SCAFFOLD and ACCESS INDUSTRY ASSOCIATION (SAIA)**

It is the responsibility of all employees, erectors, operators and users to read and comply with the following commonsense guidelines. They are designed to promote safety in the erection, dismantle, operation and use of Material Hoists. These guidelines are not all inclusive, and neither supplement nor replace additional safety and precautionary measures that cover usual or unusual conditions. If these guidelines conflict in any way with state, local or federal statute or governmental regulations, said statute or regulation shall supersede these guidelines. It shall be the responsibility of each Material Hoist employer and user to comply there with and to be knowledgeable and understand all state, local or federal statutes or government regulations pertaining to Material Hoists.

GENERAL GUIDELINES

1. Post the safety guidelines in a conspicuous place. Be sure that all persons who erect, use, operate, or dismantle the Material Hoist are fully aware of them and have been trained in the safe operation of the Material Hoist.
2. Do not erect, dismantle or alter the Material Hoist unless under the supervision of a Competent Person. Modification to a Material Hoist must have approval from the manufacturer or equivalent entity.
3. Follow all equipment manufacturers' recommendation as written in the operations manual. Abide by all local, state and federal statutes and regulations in your area pertaining to Material Hoists including but not limited to the most current ANSI A10.5.
4. Before using the Material Hoist, a pre-start inspection as described in the operation manual for said Material Hoist, and job site specific hazards must be completed. Do not operate until the pre-start inspection is complete.
5. Daily inspections of all running ropes in service, hoisting mechanism for all hoist guys and braces shall be visually inspected once each working day by a competent person.
6. Periodic inspections pursuant to manufacturer, ANSI A10.5, and local requirements, shall be performed at a minimum of every 30 days. A qualified person must perform these inspections. Do not operate the Material Hoist if a safety device is overdue for replacement or a drop test is required.
7. Persons shall be prohibited from riding the Material Hoist platform except for authorized inspection and maintenance. A sign shall be posted on the car frame or enclosure: NO RIDERS ALLOWED.
8. When a Material Hoist is used for transporting long material, the material shall be secured from movement so that no part of the load projects beyond the sides of the cage or platform or fall. Transporting long material may require the material to be oriented in a vertical position, securely fastened so the load cannot fall, slip, rotate or become entangled with the mast or other hoistway obstacles.
9. The load must always be directly supported by the floor of the Material Hoist so no part of the load shall be supported by the sides, ramp or gate.
10. Do not exceed maximum load limitations set by the Material Hoist manufacturer. Consult operator manual for maximum load.
11. The operating manual shall be available to operators on site.
12. Do not operate, erect, locate or dismantle the Material Hoist if you are under the influence of drugs, alcohol or other substances.
13. When applicable, means shall be used to protect against use by unauthorized person(s). Always secure the Material Hoist from an unauthorized use after the work shift.
14. Do not operate unit with any electrical panel door open. Make sure all electrical components are in proper and safe operating condition.
15. Do not erect, operate or dismantle Material Hoist during winds exceeding 30 mph, or in lightning storm.

**CODE OF SAFE PRACTICES FOR MATERIAL HOISTS
DEVELOPED FOR THE INDUSTRY BY THE SCAFFOLD and ACCESS INDUSTRY ASSOCIATION (SAIA)**

16. Do not hoist car when workers are in or on the tower, inside the base enclosure or potentially in the hoistway.
17. All operators must be outside of the hoistway before the car is moved.
18. Never take chances! If in doubt regarding safety or use of the Material Hoist, consult your supplier.

*The safety guidelines (code of safe practices) cover some common sense procedures for safely erecting, dismantling and using Material Hoist. Always follow the Model Specific guidelines provided by the manufacture or Material Hoist provider.

**Field conditions vary, and are beyond the control of the SAIA and Construction Hoist Council; safe and proper use of the Material Hoist is the sole responsibility of the employer.

Disclaimer: The information contained herein is believed to be accurate as of the date of publication. This provides information on methods of safe use but does not purport to be all-inclusive, or to supplant or replace any manufacturer or other safety and precautionary measures. They are intended to neither conflict with nor supersede the requirements of law or governmental regulations, codes and ordinances. The user must refer to such provisions. Scaffold & Access Industry Association expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information. The ownership of the copyright for this guide belongs to the Scaffold& Access Industry Association.

**CODE OF SAFE PRACTICES
FOR
ADJUSTABLE SUSPENDED SCAFFOLDS
CO-DEVELOPED BY SCAFFOLDING, SHORING and FORMING INSTITUTE (SSFI)
and SCAFFOLD & ACCESS INDUSTRY ASSOCIATION, INC. (SAIA)**

It shall be the responsibility of all users to read and comply with the following common sense guidelines which are designed to promote safety in the erecting, dismantling and use of adjustable suspended scaffolds. These guidelines do not purport to be all-inclusive nor to supplant or replace other additional safety and precautionary measures. If these guidelines conflict with any local, provincial, state, federal or other government regulations, the regulations shall supersede these guidelines and it shall be the responsibility of each user to comply therewith.

I. GENERAL GUIDELINES

- A. POST THESE SAFE PRACTICES in a conspicuous place. Be sure that all persons who erect, use, relocate or dismantle adjustable suspended scaffold systems are fully aware of them. Use them in tool box safety meetings.**
- B. FOLLOW ALL EQUIPMENT MANUFACTURER'S RECOMMENDATIONS as well as all local, provincial, state and federal codes, ordinances and regulations relating to adjustable suspended scaffold systems.**
- C. SURVEY THE JOB SITE. A competent person shall survey the job site for hazards such as exposed electrical wires, obstructions and unguarded roof edges or openings.**
- D. INSPECT ALL EQUIPMENT BEFORE EACH USE. Never use any equipment that is damaged or defective in any way. Mark it or tag it as damaged or defective and remove it from the jobsite.**
- E. ERECT AND DISMANTLE ADJUSTABLE SUSPENDED SCAFFOLD EQUIPMENT in accordance with the design and/or manufacturer's recommendations.**
- F. DO NOT ERECT, DISMANTLE OR ALTER ADJUSTABLE SUSPENDED SCAFFOLD SYSTEMS except under the supervision of a competent person.**
- G. DO NOT ABUSE OR MISUSE ADJUSTABLE SUSPENDED SCAFFOLD EQUIPMENT. Never overload any equipment.**
- H. ERECTED ADJUSTABLE SUSPENDED SCAFFOLDS ARE TO BE INSPECTED REGULARLY by the user to be sure that they are maintained in a safe condition. Stop work and report any unsafe condition to your supervisor.**
- I. NEVER TAKE CHANCES! IF IN DOUBT REGARDING THE SAFETY OR USE OF ADJUSTABLE SUSPENDED SCAFFOLDS, CONSULT A QUALIFIED PERSON.**
- J. NEVER USE ADJUSTABLE SUSPENDED SCAFFOLD EQUIPMENT FOR PURPOSES FOR WHICH IT WAS NOT INTENDED.**
- K. A COMPETENT PERSON SHALL CONSIDER STOPPING WORK WHEN WIND SPEED EXCEEDS 25 MPH FOR TWO-POINT ADJUSTABLE SUSPENDED SCAFFOLDS OR 20 MPH FOR SINGLE-POINT SUSPENSION. If materials on a platform create a sail effect, stopping work at lower wind speeds must be considered.**
- L. ADJUSTABLE SUSPENDED SCAFFOLD SYSTEMS are to be installed and used in accordance with the manufacturer's recommended procedures.**
- M. ADJUSTABLE SUSPENDED PLATFORMS MUST NEVER BE OPERATED NEAR LIVE POWER LINES unless proper precautions are taken. Contact the power service provider for advice.**
- N. ALWAYS UTILIZE FALL ARREST EQUIPMENT when working on adjustable suspended scaffolds or when working near unguarded edges.**
- O. DO NOT WORK FROM, INSTALL OR MOVE ADJUSTABLE SUSPENDED SCAFFOLDS if you are sick or impaired in any way.**
- P. DO NOT WORK ON ADJUSTABLE SUSPENDED SCAFFOLDS when under the influence of alcohol or drugs.**
- Q. DEBRIS SHOULD NOT BE STORED OR ALLOWED TO ACCUMULATE ON A PLATFORM.**
- R. INDEPENDENT ADJUSTABLE SUSPENDED SCAFFOLDS ARE TO BE POSITIONED SO AS TO AVOID OVERLAPPING OR POSSIBLE INTERFERENCE FROM ANOTHER SCAFFOLD.**

II. GUIDELINES FOR ERECTION AND USE OF ADJUSTABLE SUSPENDED SCAFFOLD SYSTEMS

A. RIGGING:

- 1. UTILIZE FALL PROTECTION EQUIPMENT when rigging near unguarded edges.**

2. **SUPPORTING DEVICES** must be capable of supporting the hoist rated load with a safety factor of four.
3. **ALL OVERHEAD RIGGING** must be secured from unwanted movement in any direction.
4. **COUNTERWEIGHTS USED WITH OUTRIGGER BEAMS** must be of a non-flowable material and must be secured to the beam to prevent accidental displacement.
5. **OUTRIGGER BEAMS THAT DO NOT USE COUNTERWEIGHTS** must be installed and secured to the roof structure with bolts or other direct connections. Direct connections shall be evaluated by a competent person.
6. **TIE BACK ALL TRANSPORTABLE RIGGING DEVICES.** Tieback shall be equivalent in strength to the suspension ropes.
7. **INSTALL TIEBACKS AT RIGHT ANGLES TO THE FACE OF THE BUILDING** and secure them without slack, to a suitable anchor capable of supporting the hoist rated load with a safety factor of four.
8. **IN THE EVENT THAT TIEBACKS CANNOT BE INSTALLED AT RIGHT ANGLES,** two tiebacks at opposing angles must be used to prevent movement.
9. **RIG AND USE HOISTING MACHINES DIRECTLY UNDER THEIR SUSPENSION POINTS** to prevent movement or side loading.

B. WIRE ROPE AND HARDWARE:

1. **USE ONLY WIRE ROPE AND ATTACHMENTS** specified by the hoisting machine manufacturer.
2. **HANDLE WIRE ROPE WITH CARE.** Always use gloves.
3. **COIL AND UNCOIL WIRE ROPE** in accordance with manufacturer's instructions in order to avoid kinking or damage.
4. **ASSURE THAT THE WIRE ROPE IS LONG ENOUGH** to reach to the lowest possible landing.
5. **CLEAN AND LUBRICATE WIRE ROPE** in accordance with the wire rope manufacturer's instructions.
6. **INSPECT WIRE ROPE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. DO NOT USE WIRE ROPE THAT IS KINKED, BIRDCAGED, CORRODED, UNDERSIZED, OR DAMAGED IN ANY WAY.** Do not expose wire rope to fire, undue heat, corrosive atmosphere, electricity, chemicals or damage.
7. **WIRE ROPES USED WITH TRACTION HOISTS MUST HAVE PREPARED ENDS.** Follow hoist manufacturer's recommendations.
8. **USE THIMBLES AT ALL WIRE ROPE SUSPENSION TERMINATIONS.**
9. **USE J-BOLT WIRE ROPE CLAMPS OR SWEDGE FITTINGS. DO NOT USE U-BOLT CLAMPS.**
10. **TIGHTEN THE J-BOLT WIRE ROPE CLAMPS** in accordance with the manufacturer's instructions.

C. POWER SUPPLY FOR MOTORIZED EQUIPMENT:

1. **USE PROPERLY GROUNDED ELECTRICAL POWER CORDS.** Protect them with circuit breakers.
2. **USE POWER CORDS AND AIR HOSES OF THE PROPER SIZE THAT ARE LONG ENOUGH** for the application.
3. **POWER CORD and AIR HOSE CONNECTIONS MUST BE RESTRAINED** to prevent separation.
4. **USE STRAIN RELIEF DEVICES TO ATTACH POWER CORDS AND AIR SUPPLY HOSES TO THE PLATFORM,** to prevent them from separation.
5. **PROTECT POWER CORDS AND AIR HOSES FROM SHARP EDGES.**
6. **USE GROUND FAULT CIRCUIT INTERRUPTER (GFCI) WITH POWER TOOLS.**

D. FALL ARREST EQUIPMENT:

1. **EACH PERSON ON AN ADJUSTABLE SUSPENDED SCAFFOLD** must be attached to an independent fall arrest system.
2. **EACH VERTICAL LIFELINE SHALL BE ATTACHED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS** to a separate anchorage capable of supporting a minimum of 5000 pounds (2267 kg) or an anchorage designed by a qualified person.
3. **DO NOT WRAP LIFELINES AROUND STRUCTURAL MEMBERS** unless lifelines are protected and a suitable anchorage connection is used.
4. **PROTECT LIFELINES AT SHARP CORNERS AND EDGES** to prevent chafing.
5. **RIG FALL ARREST SYSTEMS** to minimize free fall.
6. **INSTALL VERTICAL LIFELINES SO THEY HANG FREELY.**
7. **USE LIFELINES** that are compatible with the rope grab.
8. **INSTALL ROPE GRAB IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.** Rope grab must be properly oriented.
9. **KEEP ROPE GRAB POSITIONED ABOVE YOUR HEAD.**

10. **UTILIZE FULL BODY HARNESSSES** of the proper size and fit.
11. **UTILIZE SHOCK ABSORBING LANYARD** attached to the D-ring at the center of your back between the shoulder blades.
12. **INSPECT FALL PROTECTION ANCHORAGE / EQUIPMENT BEFORE EACH USE.** Consult the fall protection supplier for inspection procedures.
13. **WHEN A SECONDARY WIRE ROPE SYSTEM IS USED** instead of a vertical lifeline, attach the lanyard to a horizontal lifeline or an approved platform anchor.

E. DURING USE:

1. **USE ALL EQUIPMENT AND ALL DEVICES** in accordance with the manufacturer's instructions.
2. **DO NOT OVERLOAD OR MODIFY EQUIPMENT.**
3. **INSPECT ALL EQUIPMENT INCLUDING HOISTS, PLATFORM, AND RIGGING** before each use.
4. **INSPECT WIRE ROPE BEFORE AND DURING USE.**
5. **USE CARE TO PREVENT DAMAGE TO EQUIPMENT.**
6. **CLEAN AND SERVICE EQUIPMENT REGULARLY.** Follow manufacturers' recommendations.
7. **ALWAYS MAINTAIN AT LEAST (4) FOUR WRAPS OF WIRE ROPE ON DRUM TYPE HOISTS.**
8. **DO NOT CONNECT PLATFORMS** unless the installation was designed for that purpose.
9. **DO NOT MOVE ADJUSTABLE SUSPENDED SCAFFOLDS HORIZONTALLY** unless safe work practices are followed.
10. **WHEN RIGGING FOR ANOTHER DROP** assure sufficient wire rope is available before moving the suspended platform horizontally to the next location.

F. WELDING FROM SUSPENDED SCAFFOLDS REQUIRES SPECIAL TRAINING:

1. **ASSURE PLATFORM IS GROUNDED TO THE STRUCTURE** using a grounding conductor.
2. **INSULATE WIRE ROPE ABOVE AND BELOW THE PLATFORM.**
3. **INSULATE WIRE ROPE AT SUSPENSION POINT AND ASSURE WIRE ROPE DOES NOT CONTACT THE STRUCTURE ALONG ITS ENTIRE LENGTH.**
4. **PREVENT THE WIRE ROPE END FROM BECOMING GROUNDED.**
5. **INSULATE EACH HOIST WITH A PROTECTIVE COVER.**
6. **INSULATE TIE BACK WIRE ROPES AT THE CONNECTION POINTS.**

Since field conditions vary and are beyond the control of the SSFI and the SAIA, safe and proper use of adjustable suspended scaffolding is the sole responsibility of the user.

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GIVE TO MAST CLIMBING WORK PLATFORM ERECTOR, OPERATOR & USER

CODE OF SAFE PRACTICES FOR

MAST CLIMBING WORK PLATFORMS (MCWP)

DEVELOPED FOR THE INDUSTRY BY THE SCAFFOLD INDUSTRY ASSOCIATION, INC. (SIA)

It shall be the responsibility of all employers, erectors, operators and users to read and comply with the following common sense guidelines. They are designed to promote safety in the erection, dismantling, operation and use of Mast Climbing Work Platforms. These guidelines are not all inclusive. They neither supplement nor replace additional safety and precautionary measures that cover usual or unusual conditions. If these guidelines conflict in any way with state/provincial, local or federal statute or governmental regulations, said statute or regulation shall supersede these guidelines. It shall be the responsibility of each employer and user to comply therewith and to be knowledgeable and understand state/provincial, local or federal statute or governmental regulations pertaining to Mast Climbing Work Platforms.

GENERAL GUIDELINES

1. Post these safety Guidelines in a conspicuous place. Be sure that all persons who erect, use, operate, or dismantle MCWPs are fully aware of these safe practices and have been trained in the safe operation of the equipment. Only persons who are authorized and have received the required training are permitted on the platform.
2. Follow all equipment manufacturers' recommendations as written in the operations manual. Abide by all local, state/provincial and federal statutes and regulations in your area pertaining to MCWPs including but not limited to ANSI A92.9.
3. Erect, dismantle or alter the MCWP only under the supervision of a competent person. Modifications or alterations must be approved in writing by the manufacturer. If the manufacturer is no longer in business modifications shall be made only with written instruction from an equivalent entity.
4. Before using the MCWP, a pre-start inspection must be completed and documented before each shift. Perform frequent and annual inspections as required. Check for hazards such as debris, slippery surfaces, overhead obstructions, high voltage hazards, inadequate base support and other unsafe conditions.
5. Inspections and maintenance shall be performed as required to ensure proper operation. MCWPs not in compliance with manufacturer's guidelines must be removed from service until repaired by an Authorized/Qualified Service Technician.
6. Always install guardrails. Install mast guards during normal operation. Ensure that proper access to the platform is provided and that access gates function properly and other access locations are protected with guardrails.
7. Use all required personal fall protection equipment during erection and dismantle, or when a fall hazard exists.
8. Fully plank platform and walkways using scaffold grade plank or equivalent. Per Federal OSHA, the maximum distance from the front unguarded edge of the platform to the face of the work is 14" except plastering/lathing, which is 18". Ensure that the tie space between the mast and wall is fully planked or guardrails are installed.
9. Do not exceed maximum load limitations (capacity) for the configuration of the MCWP you are operating. Consult the operations manual for the maximum platform loading diagram.
10. Ensure that the maximum allowable number of persons on the platform has not been exceeded. Ensure that the minimum required number of persons are on the platform.
11. The operating manual(s) shall be stored and maintained on the platform at all times.
12. Do not erect, use, operate, or dismantle the MCWP if you are under the influence of drugs, alcohol or other substances.
13. Ensure that no material or person(s) project beyond or overhang the platform guardrails.
14. Personnel shall maintain a firm footing on the platform floor while working thereon. Use of ladders on the MCWP for achieving additional height or reach shall be prohibited. Any other device to achieve additional height shall be used only with the written approval of the manufacturer.
15. Means shall be established to prohibit access and use by unauthorized person(s).
16. Do not operate a MCWP with any electrical, engine or hydraulic panel or door open. Make sure all electrical, engine and hydraulic components are in proper and safe operating condition.
17. On an internal combustion engine powered MCWP, ensure that an appropriate fire extinguisher is present.
18. Never take chances! If in doubt regarding safety or use of the MCWP, consult your supplier.
19. Ensure that an evacuation / rescue plan is in place as required.

* This Code of Safe Practices covers some common sense procedures for safely erecting, dismantling and using Mast Climbing Work Platforms. Since equipment differs, comply with the instructions and procedures of the supplier and manufacturer(s) of the equipment.

* Since field conditions vary, and are beyond the control of the Scaffold Industry Association and Mast Climbing Council, safe and proper use of the Mast Climbing Work Platform is the sole responsibility of the employer and user.

CODE OF SAFE PRACTICES FOR

FRAME SCAFFOLDS, SYSTEM SCAFFOLDS, TUBE AND CLAMP SCAFFOLDS & ROLLING SCAFFOLDS DEVELOPED FOR INDUSTRY BY SCAFFOLDING, SHORING & FORMING INSTITUTE (SSFI) and SCAFFOLD INDUSTRY ASSOCIATION, INC. (SIA)

It shall be the responsibility of all users to read and comply with the following common sense guidelines which are designed to promote safety in the erecting, dismantling and use of Scaffolds. These guidelines do not purport to be all inclusive nor to supplant or replace other additional safety and precautionary measures to cover usual or unusual conditions. If these guidelines in any way conflict with any state, local, provincial, federal or other government statute or regulation, said statute or regulation shall supersede these guidelines and it shall be the responsibility of each user to comply therewith.

I. GENERAL GUIDELINES

- A. POST THESE SCAFFOLDING SAFETY GUIDELINES** in a conspicuous place and be sure that all persons who erect, dismantle, or use scaffolding are aware of them, and also use them in tool box safety meetings.
- B. FOLLOW ALL STATE, LOCAL AND FEDERAL CODES, ORDINANCES AND REGULATIONS** pertaining to scaffolding.
- C. SURVEY THE JOB SITE.** A survey shall be made of the job site by a competent person for hazards, such as untamped earth fills, ditches, debris, high tension wires, unguarded openings, and other hazardous conditions created by other trades. These conditions should be corrected or avoided as noted in the following sections.
- D. INSPECT ALL EQUIPMENT BEFORE USING.** Never use any equipment that is damaged or defective in any way. Mark it or tag it as defective. Remove it from the job site.
- E. SCAFFOLDS MUST BE ERECTED IN ACCORDANCE WITH DESIGN AND/OR MANUFACTURERS' RECOMMENDATIONS.**
- F. DO NOT ERECT, DISMANTLE OR ALTER A SCAFFOLD** unless under the supervision of a competent person.
- G. DO NOT ABUSE OR MISUSE THE SCAFFOLD EQUIPMENT.**
- H. ERECTED SCAFFOLDS SHOULD BE CONTINUALLY INSPECTED** by users to be sure that they are maintained in safe condition. Report any unsafe condition to your supervisor.
- I. NEVER TAKE CHANCES! IF IN DOUBT REGARDING THE SAFETY OR USE OF THE SCAFFOLD, CONSULT YOUR SCAFFOLD SUPPLIER.**
- J. NEVER USE EQUIPMENT FOR PURPOSES OR IN WAYS FOR WHICH IT WAS NOT INTENDED.**
- K. DO NOT WORK ON SCAFFOLDS** if your physical condition is such that you feel dizzy or unsteady in any way.
- L. DO NOT WORK UNDER THE INFLUENCE** of alcohol or illegal drugs.

II. GUIDELINES FOR ERECTION AND USE OF SCAFFOLDS

- A. SCAFFOLD BASE MUST BE SET ON BASE PLATES AND AN ADEQUATE SILL OR PAD** to prevent slipping or sinking and fixed thereto where required. Any part of a building or structure used to support the scaffold shall be capable of supporting the maximum intended load to be applied.
- B. USE ADJUSTING SCREWS** or other approved methods to adjust to uneven grade conditions.
- C. BRACING, LEVELING & PLUMBING OF FRAME SCAFFOLDS-**
 - 1. Plumb and level all scaffolds as erection proceeds. Do not force frames or braces to fit. Level the scaffold until proper fit can be easily made.
 - 2. Each frame or panel shall be braced by horizontal bracing, cross bracing, diagonal bracing or any combination thereof for securing vertical members together laterally. All brace connections shall be made secure, in accordance with the manufacturer's recommendations.
- D. BRACING, LEVELING & PLUMBING OF TUBE & CLAMP AND SYSTEM SCAFFOLDS-**
 - 1. Posts shall be erected plumb in all directions, with the first level of runners and bearers positioned as close to the base as feasible. The distance between bearers and runners shall not exceed manufacturer's recommendations.
 - 2. Plumb and level all scaffolds as erection proceeds.
 - 3. Fasten all couplers and/or connections securely before assembly of next level.
 - 4. Vertical and/or horizontal diagonal bracing must be installed according to manufacturer's recommendations.
- E. WHEN FREE STANDING SCAFFOLD TOWERS exceed a height of four (4) times their minimum base dimension,** they must be restrained from tipping. (CAL/OSHA and some government agencies require stricter ratio of 3 to 1.)
- F. TIE CONTINUOUS (RUNNING) SCAFFOLDS TO THE WALL OR STRUCTURE at each end and at least every 30 feet of length in between when scaffold height exceeds the maximum allowable free standing dimension. Install additional ties on taller scaffolds as follows:** On scaffolds 3 feet or narrower in width, subsequent vertical ties shall be repeated at intervals no greater than every 20 feet. On scaffolds wider than 3 feet, subsequent vertical ties shall be repeated at intervals not greater than 26 feet. The top tie shall be installed as close to the top of the platform as possible; however, no lower from the top than 4 times the scaffold's minimum base dimension. Ties must prevent the scaffold from tipping either into or away from the structure. Stabilize circular or irregular scaffolds in such a manner that the completed scaffold is secure from tipping. Place ties near horizontal members. When scaffolds are fully or partially enclosed, or when scaffolds are subjected to overturning loads, additional ties may be required. Consult a qualified person.
- G. DO NOT ERECT SCAFFOLDS NEAR ELECTRICAL POWER LINES.** Consult a qualified person for advice.
- H. ACCESS SHALL BE PROVIDED TO ALL PLATFORMS.** Do not climb crossbraces or diagonal braces.

I. PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED BY THE PREVAILING CODE.

J. BRACKETS AND CANTILEVERED PLATFORMS-

1. Brackets for system scaffolds shall be installed and used in accordance with manufacturer's recommendations.
2. Brackets for frame scaffolds shall be seated correctly with side bracket parallel to the frames and end brackets at 90 degrees to the frames. Brackets shall not be bent or twisted from normal position. Brackets (except mobile brackets designed to carry materials) are to be used as work platforms only and shall not be used for storage of material or equipment.
3. Cantilevered platforms shall be designed, installed and used in accordance with manufacturers' recommendations.

K. ALL SCAFFOLDING COMPONENTS shall be installed and used in accordance with the manufacturers' recommended procedure. Components shall not be altered. Scaffold frames and their components manufactured by different companies shall not be intermixed, unless the component parts readily fit together and the resulting scaffold's structural integrity is maintained by the user.

L. PLANKING-

1. Working platforms shall cover scaffold bearer as completely as possible. Only scaffold grade wood planking, or fabricated planking and decking meeting scaffold use requirements shall be used. Planks and platforms should rest on bearers only.
2. Check each plank prior to use to be sure plank is not warped, damaged, or otherwise unsafe.
3. Planking shall have at least 12" overlap and extend 6" beyond center of support, or be cleated or restrained at both ends to prevent sliding off supports.
4. Solid sawn lumber, LVL (laminated veneer lumber) or fabricated scaffold planks and platforms (unless cleated or restrained) shall extend over their end supports not less than 6" nor more than 18". This overhang should be guardrailed to prevent access.

M. FOR "PUTLOGS" AND "TRUSSES" THE FOLLOWING ADDITIONAL GUIDELINES APPLY:

1. Do not cantilever or extend putlogs/trusses as side brackets without thorough consideration of loads to be applied.
2. Install and brace putlogs and trusses in accordance with manufacturer's instructions.

N. FOR ROLLING SCAFFOLDS THE FOLLOWING ADDITIONAL GUIDELINES APPLY:

1. **RIDING A ROLLING SCAFFOLD IS VERY HAZARDOUS.** The SSFI and the SIA do not recommend nor encourage this practice.
2. Casters with plain stems shall be attached to the frames or adjustment screws by pins or other suitable means.
3. No more than 12 inches of the screw jack shall extend between the bottom of the adjusting nut and the top of the caster.
4. Wheels or casters shall be locked to prevent caster rotation and scaffold movement when scaffold is in use.
5. Joints shall be restrained from separation.
6. Use horizontal diagonal bracing near the bottom and at 20 foot intervals measured from the rolling surface.
7. Do not use brackets or other platform extensions without compensating for the overturning effect.
8. The top platform height **as measured from the rolling surface** of a rolling scaffold must not exceed four (4) times the smallest base dimension (CAL/OSHA and some government agencies require a stricter ratio of 3:1).
9. Cleat or secure all plank.
10. Secure or remove all materials and equipment from platform before moving.
11. Do not attempt to move a rolling scaffold without sufficient help - watch out for holes in floor and overhead obstructions - stabilize against tipping.

O. SAFE USE OF SCAFFOLD-

1. Prior to use, inspect scaffold to insure it has not been altered and is in safe working condition.
2. Erected scaffolds and platforms should be inspected continuously by those using them.
3. Exercise caution when entering or leaving a work platform.
4. Do not overload scaffold. Follow manufacturer's safe working load recommendations.
5. Do not jump onto planks or platforms.
6. **DO NOT USE** ladders or makeshift devices to increase the working height of a scaffold. Do not plank guardrails to increase the height of a scaffold.
7. Climb in access areas only and use both hands.

III. WHEN DISMANTLING SCAFFOLDING THE FOLLOWING ADDITIONAL GUIDELINES APPLY:

- A.** Check to assure scaffolding has not been structurally altered in a way which would make it unsafe and, if it has, reconstruct and/or stabilize where necessary before commencing with dismantling procedures. This includes all scaffold ties.
- B.** Visually inspect planks prior to dismantling to be sure they are safe.
- C.** Do not remove a scaffold component without considering the effect of that removal.
- D.** Do not accumulate excess components or equipment on the level being dismantled.
- E.** Do not remove ties until scaffold above has been dismantled to that level.
- F.** Lower dismantled components in an orderly manner. Do not throw off of scaffold.
- G.** Dismantled equipment should be stockpiled in an orderly manner.

Since field conditions vary and are beyond the control of the SSFI and the SIA, safe and proper use of scaffolding is the sole responsibility of the user.

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INSURANCE REQUIREMENTS

PART 1 – GENERAL

1.01 INSURANCE

A. General:

1. Apply requirements of the Rider to the Agreement, if the Agreement contains a Rider, when there are conflicts in the insurance requirements contained in this document and the Rider.
2. Maintain policies of insurance, at your sole cost and expense, specified in this Article prior to the commencement of any work under this Agreement and until completion and final acceptance of the Work and including until Contractor and all subcontractors have left the premises and removed all of their property therefrom. Unless and only to the extend Owner explicitly agrees in writing, all such insurance shall at all times comply with the provisions and requirements of this Article.
3. At the option of Owner, payment may be withheld from the Contractor until such policies of insurance in compliance with the requirements set forth in this Article have been provided to Owner, or, if upon a receipt of cancellation notice on a policy, until a withdrawal or reinstatement of the policy is issued by the insurance carrier.
4. Contractor's purchase and maintenance of the insurance required in this Article shall not limit, reduce or satisfy Contractor's liability or indemnification duties to Owner in connection with the work to be performed by Contractor under this Agreement, nor shall it limit Owner's rights and remedies against Contractor.
5. Require and ensure that each and every subcontractor, of all tiers, performing work in excess of \$5,000.00 purchases prior to commencement of any work, and maintains at all times during the performance of any work, insurance in compliance with this Article.
6. Maintain insurance against all risk of physical damage to any tools, equipment, materials and supplies. Owner and Additional Insureds shall not be responsible for loss or damage to Contractor and subcontractor(s) tools, equipment, materials and supplies that are the property of the Contractor, subcontractors or third-parties.
7. Provide insurance in accordance the following requirements;
 - a. All insurance must comply with applicable law.
 - b. Insurance to be issued by an insurance company licensed and authorized to do business in the State of Connecticut, with a "Best's Key Rating Guide" rating of A-/VII or better.
 - c. Endorsements limiting or excluding a required coverage are prohibited.
 - d. Notify Owner in writing of any exclusions or limitations pertaining to:
 - i. Height;
 - ii. types of work;
 - iii. exterior insulation and finishing systems (EIFS);
 - iv. explosion, collapse, subsidence, and underground hazard;
 - v. assault and battery
 - e. Completed operations coverage shall be maintained for twelve (12) months past the date of substantial completion or maintain continuous and uninterrupted coverage, without prior work exclusion.
 - f. Provide copies of all policy certificates and provide full copy of policy, including all endorsements, to Owner within ten (10) days of request or at least five (5) days prior to the commencement of any work under this Agreement, whichever is sooner, and thereafter at least ten (10) days prior to the expiration dates of expiring policies.



- g. Owner shall not be responsible for any deductibles, retentions, co-pays, or other charges applicable to such insurance policies.
- h. Require written notice to be sent by carrier to the Owner at least thirty (30) days prior to any cancellation, material modification, and non-renewal, except for ten (10) days written notice for non-payment of premium.
- i. Promptly deliver to Owner a copy of any notice of cancellation or any other notice from the insurance carrier which may materially adversely affect the coverage of the insureds or Additional Insureds under such policy of insurance.
- j. Deliver to Owner certificates evidencing the renewal or replacement of coverage, including evidence of additional insured, no less than fifteen (15) days before the expiration of any required coverage.
- k. Should General Contractor fail to furnish Owner with proof of its or any of its subcontractors' insurance as required by this Article, without prejudice to its other rights and remedies, Owner shall be entitled to procure appropriate insurance coverage, pay premiums on General Contractor or subcontractors' behalf, and recover all costs from General Contractor.
- l. Owner has the right of prohibiting any Contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- m. Failure of Owner to demand delivery of, object to, or identify deficiencies within such evidence of insurance or policies shall not be construed as a waiver of the obligation of the Contractor to provide the insurance.
- n. The acceptance of delivery by Owner of any evidence of insurance does not constitute approval or agreement by Owner that the insurance policies evidenced are in compliance with the requirements.

B. Insurance Coverage and Types:

1. Such insurance shall be primary and non-contributory notwithstanding any other insurance that might be in effect for any Owner Party. Such insurance will have the minimum limits described in "Required Insurance Limits" below.
2. Owner Parties shall be included as additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner Parties. There shall be no endorsement or modification of the policy to make it excess over other available insurance; alternatively, if the policy states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
3. Coverage's shall include a specific waiver of subrogation in favor of Owner Parties.
4. Types Required:
 - a. **Commercial General Liability and Umbrella/Excess Liability** covering all operations by or on behalf of the Contractor, and anyone directly or indirectly employed by the Contractor or by anyone for whose acts the Contractor may be liable, for; bodily injury; broad form property damage; product-completed operations; contractual liability (including coverage for liability assumed under an insured contract); underground explosion and collapse coverage; personal and advertising injury; incidental medical malpractice; employment related practices; and loss of use claims arising out of or resulting from General Contractor's work under this Agreement. Such insurance shall:
 - i. Be written on an occurrence basis and a per-location or per-project basis.
 - ii. Include severability of interest language (a.k.a. separation of insureds provision) and a specific waiver of subrogation in favor of Owner Parties.



- iii. Provide limits not less than those indicated in Required Insurance Limits. Limits of insurance may be maintained through a combination of primary and umbrella/excess liability insurance. The umbrella/excess liability policy shall follow the form to the underlying coverage, extend coverage for completed operations and drop down to become primary in the event underlying limits are exhausted.
 - iv. Provide that defense costs and supplementary payments are in addition to liability limits.
 - v. Include contractual liability coverage without any exclusion or provision restricting, reducing, limiting or otherwise impairing such coverage or the Additional Insureds' status as additional insured
 - vi. Provide coverage for independent contractors, with no exclusion for injury to employees
 - vii. Include pollution exception for hostile fire
 - viii. Contain no exclusion for cross-liability or cross suits or any other exclusion that limits coverage in the event claims by or among insureds or subcontractors and their employees
 - ix. Umbrella/Excess Liability coverage shall include: pay on behalf wording; concurrency of effective dates with primary; blanket contractual liability; punitive damages coverage (where not prohibited by law); aggregates apply where applicable in primary; care, custody and control – follow form primary; and drop down feature.
 - x. Umbrella/Excess Liability insurance shall have no deductible or self-insured retention without the advance written approval of Owner.
- a. **Commercial Auto Liability** covering the use of all owned, non-owned and hired vehicles, including any and all claims for bodily injury and property damage arising from its operations under this Agreement. This policy shall the Additional Insureds as additional insured.
 - b. **Workers Compensation** in statutory limits, including Employers Liability Occupational Disease Insurance. This policy shall contain a waiver of subrogation in favor of the Owner Parties.
 - b. **Disability.** As required by law.
 - c. **Pollution Liability.** If Contractor's work involves the use, handling, removal, transportation or disposal of or abatement of any hazardous materials or petroleum products, including lead or asbestos, Contractor shall purchase and maintain Pollution Liability insurance covering all lead, asbestos, mold and pollution operations with limits not less than those indicated in Required Insurance Limits below for each occurrence and in the aggregate including clean-up costs. This coverage shall be on a primary and non-contributory basis.
5. Owner's Option:
- a. **Builder's Risk:** Owner may purchase "Builder's Risk" insurance for the Project to the extent of the full insurable value thereof. The insurance policy shall name Contractor as an additional insured as its interest may appear.
 - b. **Loss of Use Insurance:** The Owner may purchase and maintain insurance against loss of use of its property due to fire or other hazards.



C. Additional Insureds:

1. Policy(ies) shall name as additionally the following entities (collectively "Additionally Insured" or "Owner Parties"), entitled to all of the benefits of this policy for both ongoing and completed operations using forms CG 20 10 11 85 and CG 20 37 07 04, including full rights to defense and indemnity for the acts, omissions, operations, and products liability of General Contractor, its agents, employees, subcontractors, and any representatives or third-parties performing work, directly or indirectly, on behalf of General Contractor, regardless of fault, to the maximum extent permitted by law:
 - a. Weston Intermediate School
95 School Road, Weston, CT 06883
 - b. Town of Weston
56 Norfield Road, Weston, CT 06883
 - c. Howard L. Zimmerman Architects & Engineers, PC
11 West 30th Street, 3rd Floor
New York, NY 10001
2. Identify Owner as Certificate Holder

D. Indemnification and Hold Harmless:

1. To the fullest extent permitted by law Contractor agrees to indemnify, defend and hold harmless Owner, Owner's tenants, Owner's managing agent, Howard L. Zimmerman Architects & Engineers, P.C., and their respective affiliates, principals, partners, members, shareholders, officers, directors, agents, employees, servants, successors and assigns (hereinafter collectively referred to as "Owner Parties") from and against any and all liabilities, claims, losses, obligations, fines, liens, penalties, actions, judgments, damages, costs (including, without limitation, reasonable attorneys' fees and expenses incurred in connection therewith and in the enforcement of this indemnification), charges, expenses and demands of whatever kind (collectively, "Claims") in connection with and/or arising from or out of the following ("Indemnified Matters"):
 - a. any negligent, willful or wrongful act resulting in bodily injury (including death), personal injury or property damage by Contractor, Contractor's subcontractors, their respective officers, employees, servants, agents, sub-subcontractors, suppliers, invitees, successors and assigns (hereinafter collectively referred to as "Contractor Parties");
 - b. the Work or any breach of this Agreement or infringement of any patent right, by any Contractor Party;
 - c. the failure of any Contractor Party to maintain the insurance required by the Contract Documents; or
 - d. any failure to comply with any laws or regulations affecting the Work.
2. To the extent that any subcontractor does not comply with the requirements set forth in this Article, Contractor shall defend, indemnify, and hold harmless Owner Parties against all claims, suits, losses and damages resulting therefrom.
3. In claims against any person or entity indemnified under this Section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 1(a) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
4. Contractor and all parties claiming through or under it, releases and discharges Owner Parties that portion of any liability, loss or damage paid or reimbursable by an insurer of



Contractor under any policy of liability insurance maintained by Contractor (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect and a claim submitted thereunder), no matter how caused, including negligence or gross negligence, except for the intentional misconduct of the Owner Parties. Contractor further waives any right of recovery including, but not limited to, claims for contribution or indemnity, which might otherwise exist on account thereof, to the extent insurance proceeds have been received (any applicable deductible or self-insurance amount shall be treated as though it were recoverable under such policies). Any liability insurance policy maintained by Contractor as required under this Agreement shall contain a waiver of subrogation provision or endorsement in favor of Owner Parties.

5. The indemnity contained herein shall survive the termination of this Agreement. Contractor shall advise Owner promptly, in writing of any incident that might give rise to a Claim or the service upon any Contractor Party of any summons, notices, letters or other communications alleging any Claim against any Owner Party or with respect to the Building or its surrounding area, upon which any Contractor Party is supplying services.

E. Policy Endorsement Forms:

Policy	Endorsement Form to be Included in the Policy
1) Commercial Liability and Umbrella	Form CG 20 10 11 85 Form CG 20 37 07 04
2) Workers Compensation	Form WC-42-03-04
3) Business Automobile	Form TE-99-01 Form TE-20-46A

1. Required Wording for Accord Forms and Endorsement Forms:

Project: Weston Intermediate School, Weston, CT 06883

Project Description: Façade Repair

Per project aggregate applies to general liability and umbrella coverage.

Howard L. Zimmerman Architects & Engineers, P.C., Weston Intermediate School and Town of Weston and all other parties required by written contract (Owner Parties) are named as additional insured on a primary and non-contributory basis under General Liability including Completed Operation, Auto, and Umbrella/Excess.

Waiver of Subrogation applies in favor of the Owner Parties (as identified in written contract) under General Liability, Auto and Worker Compensation.

It is also understood that the employer liability exclusion under General Liability has not been amended and that the contractual liability is not limited.

30 Day cancellation notice applies.



F. Required Insurance Limits:

Exterior Work & Work at Heights	
Gen. Liability:	
Each Occurrence	
Damage to Rented Premises Each Occurrence	
Medical Expenses any one (1) Person	
Personal & Advertising Injury	
General Aggregate	
Products/Completed Operation	
Auto Liability:	
Combined Single Limit	
Bodily Injury, per person	
Bodily Injury, per accident	
Property Damage	
Umbrella:	
Each Occurrence	
Aggregate	
Workers Compensation:	
Each Person	
Each Accident	
Bodily Injury Disease Aggregate	
Disability Insurance:	As required by law
Pollution Insurance:	

Interior Renovation Work	
Gen. Liability:	
Each Occurrence	
Damage to Rented Premises Each Occurrence	
Medical Expenses any one (1) Person	
Personal & Advertising Injury	
General Aggregate	
Products/Completed Operation	
Auto Liability:	
Combined Single Limit	
Bodily Injury, per person	
Bodily Injury, per accident	
Property Damage	
Umbrella:	
Each Occurrence	
Aggregate	
Workers Compensation:	
Each Person	
Each Accident	
Disability Insurance:	As required by law
Pollution Insurance:	



Sub-Contractors' Work	
Gen. Liability:	
Each Occurrence	
Damage to Rented Premises Each Occurrence	
Medical Expenses any one (1) Person	
Personal & Advertising Injury	
General Aggregate	
Products/Completed Operation	
Auto Liability:	
Combine Single Limit	
Bodily Injury, per person	
Bodily Injury, per accident	
Property Damage	
Umbrella:	
Each Occurrence	
Aggregate	
Workers Compensation:	
Each Person	
Each Accident	
Disability Insurance:	As required by law
Pollution Liability:	

PART 2 – NOT USED

PART 3- NOT USED

END OF SECTION

SUMMARY OF WORK



PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Work shall be as described in the Contract Documents. Refer to individual specification sections for detail descriptions of work.

1.02 STANDARD OF QUALITY

- A. Perform the Work of this Contract in accordance with the Connecticut State Building Code and all rules and regulations of any other authorities having jurisdiction and shall comply with applicable related standards of the construction industry.
- B. Provide each item listed of quality noted.

1.03 APPLICABLE CODES

- A. Acquire permits and licenses necessary for execution and completion of the Work. Keep all permits and licenses current. HLZAE will file Department of Buildings applications, obtain approvals and arrange payment of filing fees.
- B. Comply with requirements of the Connecticut State Building Code, utility company regulations concerning temporary utilities, police and fire department rules and regulations, and environmental protection regulations governing use of water and energy and the control of dust, noise and other nuisances.
- C. Testing, when required, shall be in accordance with applicable codes and regulations. Promptly process and distribute copies of test reports and related instructions to ensure necessary re-testing and replacement of materials with the least possible delay in progress of the Work.
- D. When performing work during "After hours" periods as determined by the Connecticut State Building Code, obtain and pay for all required permits.
- E. Follow all requirements required by the Connecticut State Building Code to ensure safety of the public and property as well as those employed in construction or demolition operations.

1.04 LANGUAGE OF SPECIFICATIONS

- A. Specifications are written in abbreviated form and include incomplete sentences. Omission of words or phrases such as "a", "an", "the", "all", "of", "every", "which", "shall be", "will be", "the Contractor shall", "in conformity with", "as noted in the drawings", "according to the drawings", etc. are intentional. Such words or phrases are implied and shall therefore be included by reference.
- B. Certain words used throughout specifications are defined to mean the following:
 - 1. OWNER: Legal Entity of Ownership, Refer to Contract
 - 2. OWNER'S REP: Person designated by the Owner as representative.
 - 3. ARCHITECT / ENGINEER: Howard L. Zimmerman Architects & Engineers, P.C. (HLZAE)
 - 4. CONTRACTOR: The General Contractor under contract with the Owner.
 - 5. PROVIDE: Furnish and install
 - 6. WORK: Labor, materials, or both.
 - 7. APPROVED EQUAL OR EQUAL: Alternative materials or methods to be submitted for HLZAE's approval.
 - 8. ADDENDUM: Letter clarifying or amending bidding requirements and contract



documents, issued before receipt of bids.

9. BULLETIN: Letter describing revisions to the contract documents and requesting contingent figures for additional costs or savings, if any, issued after the signing of the contract for construction.
10. PROPOSAL REQUEST: Document issued by HLZAE requesting an itemized quotation for changes in the contract time and/or amount.
11. CHANGE ORDER: Document issued during construction to modify contract scope, completion time and/or the contract sum.
12. ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS: Document issued by HLZAE describing supplemental instructions without a change in the contract time and/or amount.

1.05 REFERENCED STANDARDS

- A. Where state, government, testing agency, technical institute or other standards are referenced in specifications without date; such shall refer to latest edition of last amended date of that particular standard.

1.06 LABOR AND MATERIALS

- A. Provide and pay for labor, materials, equipment, tools, utilities, taxes, fees, transportation and other facilities and services necessary for the execution and completion of the work.
- B. The work shall be done by competent workmen skilled in the trade required by the repair, with minimum 5 years' experience.
- C. May propose a substitute for a specified material, giving reasons and data to demonstrate acceptability and the amount of adjustment in the Contract Sum, including contingent costs of adjustment to related work. All substitutions are subject to review and approval by HLZAE.

1.07 PROGRESS PHOTOGRAPHS

- A. Take digital color photographs of the Site and the Work being performed under this Contract.
 1. Take pictures prior to the start of Work to sufficiently to record the conditions existing prior to the commencement of Work. This includes the areas of Work as well as the finishes (interior and exterior) that may be affected by the work as well as site and building conditions of adjoining properties.
 2. Take pictures on a regular basis to sufficiently document and record the overall progress of the Work, including site, construction, and details.
 3. Take pictures at the completion of Work. This includes the areas of Work as well as the finishes (interior and exterior) that may have been affected by the work as well as site and building conditions of adjoining properties.
- B. Submit photographs documenting preexisting conditions to HLZAE and Owner prior to the start of work.
 1. All digital color photographs shall be in the JPEG color format and shall be concisely labeled with date, project and subject.
- C. Submit progress and final completion photographs to HLZAE and Owner upon request.

1.08 ALLOWANCES

- A. Selected materials, equipment, and services are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to



defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Unused portions of an allowance shall be credited to the Owner.

1.09 ITEMS NOT INCLUDED

The following items shown on the Drawings are not included in the Work:

- A. Items indicated "By Others".
- B. Items indicated "N.I.C." (Not in Contract).
- C. Existing construction not indicated or specified to be removed, replaced or altered.

1.10 PHASING

A. Order of Work

- 1. To accommodate Owner needs, the Work of this Contract shall be phased as determined by the schedule.

1.11 WORK UNDER OTHER CONTRACTS/OWNERSHIP

- A. The Owner has permitted work on adjacent building during this contract. Those operations will be conducted simultaneously with work under this Contract. Contractor is to coordinate with the adjacent Contractor.
- B. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

END OF SECTION



PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Participate in project meetings regularly or as needed to accomplish the following:
 - 1. Coordinate and plan the start of the Work.
 - 2. Resolve problems and issues with the design, construction or administration of the Project.
 - 3. Review the progress of the Work, the quality of the Work, and payments for the Work including negotiating change orders.
 - 4. Review project closeout progress and procedures.

1.02 PRE-CONSTRUCTION MEETING

- A. HLZAE shall call a Pre-Construction meeting which the Contractor, primary subcontractors, abatement subcontractor (if applicable), Owner/Management Representative and HLZAE shall attend. The purpose of this meeting shall be to accomplish the following:
 - 1. Identify key personnel from all parties involved with the Project.
 - a. Introduce all full-time (on-site) foremen.
 - 2. Establish a sound working procedure and relationship between the Contractor, the Owner/Management Representative and HLZAE.
 - a. Review submittal processes.
 - b. Review request for payment procedures.
 - 3. Distribute and discuss initial construction schedule, determine the appropriate hours and days for forthcoming construction activities and outline any special procedures or site access restrictions.
 - 4. Set the schedule for future job progress meetings.
 - 5. Lay out the schedule for, and coordinate all forthcoming construction activities, including, but not limited to, site safety, site access, mobilization and staging, temporary facilities, and construction logistics.
- B. HLZAE will prepare and provide minutes of this meeting to all attending parties.

1.03 PROGRESS MEETINGS

- A. At intervals established during the Pre-Construction Meeting, HLZAE will convene Progress Meetings to be attended by all key project personnel authorized to conclude matters relating to progress. The frequency of such Progress Meetings may be modified if HLZAE determines that the Work progress or jobsite conditions warrant additional or fewer meetings.
- B. HLZAE will determine the agenda for the meeting. All topics relating to the performance, quality and schedule of the Work shall be discussed.
- C. Review Contractor's Construction Schedule and progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule. Discuss revisions to ensure that activities will be completed within the Contract Time.
 - 1. Review the present and future needs of each entity present, as necessary, to maintain the construction schedule.
 - a. Identify potential problems which might impede progress.
 - 2. Revise the construction schedule after each progress meeting where revisions to the



schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

- D. HLZAE will prepare and provide minutes of these meetings to all attending parties.
 - 1. Review and correct, if necessary, minutes of previous meeting.
 - 2. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.

1.04 SPECIAL MEETINGS

- A. Participate in and/or request, as necessary, the following:
 - 1. Special meetings to discuss specific construction issues in detail and to plan specific activities.
 - 2. Pre-Installation meetings to address particular components of the Work requiring special coordination or specialized inspection or technical support. Assure that all subcontractors, manufacturers' technical representatives, suppliers, etc. related to the particular work component at issue are present.
 - 3. Participate in, as necessary, Change Order Meetings to resolve change order issues and disputes not otherwise concluded; assure that all parties necessary to negotiate on their behalf are in attendance.

END OF SECTION

SUBMITTAL PROCEDURES



PART 1 - GENERAL

1.01 SUMMARY

- A. Provide all Submittals required by the Contract, with information sufficient to evidence full compliance with contract requirements. Adhere to all submittals and scheduling. Make corrections indicated by HLZAE and furnish the required number of corrected items.
- B. Furnish Submittals in a digital format and transmit electronically whenever possible. Furnish hard copy Submittals as requested and in the quantity designated by HLZAE. HLZAE shall return reviewed Submittals in the format determined to be appropriate for the Submittal.
- C. Required Submittals include, but are not limited to, the following:
 1. Submittal Schedule & Log
 2. Contract, Administrative and Logistic Documents
 3. Product Data
 4. Samples & Mock-ups
 5. Shop Drawings
 6. Drawings annotated with Work completed.
 7. Other
- D. Limitations
 1. The review of Submittals by HLZAE shall be for general conformance with the design only. Contractor is responsible for dimensions, quantities and coordination with other trades. Approval is subject to all contract requirements and shall not relieve the contractor of its obligations under the contract, authorize any changes not specifically identified and requested according to the contract's terms, or authorize any changes involving additional cost unless stated in change order.
 2. Approval shall not be interpreted as confirming or approving detailed dimensions, quantities or approval of deviations from the Contract Documents
 3. The review of Submittals by HLZAE shall not relieve the contractor of responsibility for:
 - a. the accuracy and proper dimensioning
 - b. for the proper fitting and construction of the Work
 - c. the furnishing of materials or Work required by the Contract but not indicated on the Shop Drawings
 4. Acceptance of Submittals shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications nor shall it be interpreted as approval of a substitute material or system indicated thereon unless it is a separate and distinct submittal for a proposed substitution (see 1.11 below).
 5. Acceptance of submittals inclusive of an item or items which vary from the Contract Documents but not flagged as such does not constitute acceptance of the variance(s). The Contractor shall remedy the installation of such unaccepted item(s) by its removal and installation of contract compliant item(s).
 6. HLZAE's review of a separate item shall not be deemed to include a review of the complete assembly in which it functions.
 7. Acceptance of a product does not constitute acceptance for installation at locations other than that provided in the Contract Documents.
 8. Acceptance of a submittal or an installation on other projects does not constitute acceptance on this project.



1.02 COORDINATION OF SUBMITTALS

1. Review and coordinate all aspects of each item being submitted prior to submission to HLZAE.
 - a. Verify that each item, and the submittal for it, conforms in all respects with the specified requirements including verification of dimensions, clearances, compatibility, and coordination with other product data and shop drawings submitted for other work.
 - b. The Contractor is responsible for clearly indicating (clouding, flagging, etc.) any portions of the submittal that vary in any way from the Contract Documents.
 - c. Where printed materials describe more than one product or model, clearly identify which item is submitted for acceptance.
 - d. By furnishing the submittal, the Contractor certifies that this coordination has been performed.
 - e. HLZAE reserves the right to withhold acceptance of a Submittal requiring coordination with other Submittals until all related Submittals are received.

1.03 IDENTIFICATION OF SUBMITTALS

- A. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- B. Identify all submittals with the;
 1. Date submitted,
 2. Project name and number,
 3. Contractor's name,
 4. any applicable subcontractors, manufacturers or suppliers,
 5. specification section and drawings that relate to the submittals.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Clearly indicate if the submittal contains a product substitution or any variations from the Contract Documents.
- E. Consecutively number all submittals.
 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number and cite the original submittal number for reference.
- F. Make Submittals in groups containing all associated items.
- G. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to HLZAE for review upon request.

1.04 TIMING OF SUBMITTALS

- A. Time is of the essence and the submission and review of submittals shall be conducted in a manner as not to delay the project. The submittal schedule shall coincide with the Project Schedule.
- B. Prioritize and make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revision and resubmits, and for placing orders and securing delivery.
- C. Allow at least 10 working days for review by HLZAE following receipt of the submittal.
- D. Within (5) working days of receiving an executed Contract, submit to HLZAE for review and approval, a preliminary Construction Schedule and a Logistics & Sequencing Schedule.
- E. Submit a complete submittal package within (10) working days and shop drawings shall be submitted within (15) working days of receiving an executed Contract.



- F. No portion of the Work shall commence until required Submittals are satisfactory to HLZAE , as indicated in writing as “Approved” or “Approved as Noted, Resubmission Not Required” on the returned Submittal.
- G. Incomplete or unacceptable submittals will be returned to the Contractor for correction prior to any further processing or review by HLZAE regardless of any urgency claimed by the Contractor. In such a situation, the Contractor will be responsible for any resulting delays to the scheduled Contract completion.
- H. Under no circumstances shall the Contractor be entitled to any extension of time or compensation for any delay in the review of a submittal caused by the Contractor’s failure to submit in accordance with the accepted schedule or sufficiently in advance of the work to allow for the review and processing.

1.05 REVIEW AND DISTRIBUTION

- A. HLZAE will review all satisfactorily prepared Submittals and will return each Submittal to the Contractor with a stamped comment indicating HLZAE’s response to the submission. The stamp will indicate one of the following responses:
 - 1. 'Approved' - (A), means the submission is in general accordance with design concept. Manufacturer, construction and final acceptance shall be subject to compliance with the Contract Documents.
 - 2. 'Approved as Noted, Resubmission is Not Required'- (B) means the submission is in general accordance with design concept subject to notations by the Architect on the returned shop drawings. Manufacture, construction and final acceptance shall be contingent upon compliance with the notations and the Contract Documents. No resubmission is required.
 - 3. 'Approved as Noted, Resubmission is Required' - (C), means that the submission is in general accordance with the design concept. Contractor shall revise and resubmit the shop drawings in accordance with all notations and or corrections indicated therein. Manufacture and construction cannot proceed. These drawings and product data are not permitted on the project site.
 - 4. 'Disapproved, Resubmission is required' - (D), 'Resubmit' means that the submission is rejected for nonconformance with the design concept. The Contractor shall make a new submittal which complies with the requirements of the Contract Documents. Manufacture and construction cannot proceed. These drawings and product data are not permitted on the project site.
- B. Unacceptable and Incomplete Submittals: Submittals that do not contain the required information specified herein, such as specification section and location of work, etc; or do not specifically indicate the actual item proposed; or drawings that are only duplications of the Contract Drawings; or shop drawings not prepared by specialty firms for items requiring such expertise will be considered unacceptable or incomplete submissions.
- C. Do not permit Submittals marked Rejected (or the similar terms listed above) to be used at the Project site, or elsewhere where Work is in progress.
- D. Contractor's Distribution: All charges in connection with the delivery of Shop Drawings and Product Data to HLZAE, Sub-Contractors and to their trades shall be paid by the Contractor.
- E. Submittals by the Contractor that require an unreasonable number of reviews by HLZAE (over 3 total – 1 initial, 2 resubmissions) may warrant a cost back-charge to be assessed against the Contractor.
- F. Under no circumstances will HLZAE’s rejection of a Submittal or requirement for resubmission of a Submittal be cause for any claim by the Contractor for an extension of Contract Time or adjustment to the Contract price.



- G. Design drawings for Contractor designed items, such as Structural Stability drawings, means and methods submittals, or shop drawings which are provided for informational purposes will be marked as “reviewed”, “For Record purposes only”, or other similar terms depending on the item and will not utilize the stamp designations listed above.

1.06 CONTRACT, ADMINISTRATIVE AND LOGISTIC DOCUMENTS

- A. The pre-commencement submittals indicated below are required prior to the approval of any initial payment or the authorization to proceed with Work.
 - 1. Construction Schedule and a Logistics & Sequencing Schedule that:
 - a. Indicates the number of men that will be employed
 - b. Describes how, when, and where the work shall proceed and be phased (at what stages the work shall occur).
 - c. Indicates where the material, equipment and debris shall be stored (long & short term),
 - d. Outlines what path(s) shall be used for debris removal and carting,
 - e. Identifies the location of dumpsters and hoists.
 - 2. Fully executed Contract
 - 3. Insurance, received and approved by the Owner
 - 4. Weston Department of Buildings Permits for work
 - 5. All required permits as required under other governing agencies
 - 6. Licensed Welder Certificate, as applicable
 - 7. Project Directory of Key Personnel; name, titles and contact information including emergency contact(s)
 - 8. Affidavit of Subcontractors and Suppliers
 - 9. Schedule of Values

1.07 PRODUCT DATA / MANUFACTURER'S LITERATURE

- A. Compile Product Data into a single submittal for each element of construction or system. Product Data includes, among other information, printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is inadequate, submit as “Shop Drawings”.
- B. Mark each copy to show applicable choices and options. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- C. Include the following information:
 - 1. Manufacturer's printed recommendations.
 - 2. Compliance with recognized trade association standards.
 - 3. Compliance with recognized testing agency standards.
 - 4. Application of testing agency labels and seals.
 - 5. Notation of dimensions verified by field measurement.
 - 6. Notation of coordination requirements.

1.08 SAMPLES & MOCK-UPS

- A. Provide samples or mock-ups identical to the items proposed to be provided. Identify as described under "Identification of Submittals" below.



- B. Provide samples and mock-ups as indicated in the Contract Documents and as requested by Owner, HLZAE, Agency or Manufacturer.
 - C. Field samples are mock-ups erected on site to illustrate workmanship, finishes, coatings, or textures and to establish the standard by which the Contract Work will be judged. Mock-ups shall be provided in the sizes prescribed in the Contract or as may be required by HLZAE.
 - D. Unless otherwise specified and except for field samples, submit two (2) samples in addition to the quantity which is required to be returned.
 - 1. By pre-arrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by HLZAE.
 - E. Whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts for selection. Samples shall be of sufficient size and quantity to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract. Furnish specific sizes and quantities where indicated in the respective technical Sections.
 - F. Work installed without an approved sample or mock-up is at Contractor's own risk.
 - G. Contractor shall be responsible to correct any deviations, as determined by HLZAE, from the approved samples and mock-ups at Contractor's expense.
- 1.09 SHOP DRAWINGS
- A. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, pattern layouts, and similar drawings. Shop Drawings shall show in detail; materials, dimensions, thicknesses, assembly, attachments, relation to adjoining work, and all other pertinent data and information.
 - B. Check shop drawings, verify all dimensions and field conditions, and check and coordinate the Shop Drawings of any section or trade with the requirements of other sections or trades as required for proper and complete installation of the Work.
 - C. Produce shop drawings accurately and to a scale sufficiently large enough to show all pertinent aspects of the item and its method of connection to the Work.
 - D. Reproductions of Contract Documents will not be acceptable.
 - E. Review comments of HLZAE will be shown on copies returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes. The Contractor shall bear all costs incurred for such reproduction and distribution. Prints of all reviewed shop drawings may be made from prints that carry the appropriate review stamps.
 - F. Do not use or distribute, for construction purposes, any shop drawings that do not include HLZAE's acceptance stamp.
- 1.10 OTHER
- A. See the individual technical Sections of these Specifications and the drawings for those items of Work requiring the submission of:
 - 1. Calculations
 - 2. Test Reports
 - 3. Certifications
 - 4. Inspection Reports
 - 5. Qualifications
 - 6. Special Inspections



1.11 SUBSTITUTIONS

- A. Use products, materials, systems and equipment (collectively called “products”) specified within the technical sections and Drawings for this Project unless approval for submitted “or Equal” substitutions is obtained from HLZAE.
- B. Factors for consideration of substitutions shall include function, dimension, in-service performance, physical properties, appearance, and other characteristics.
- C. Request for substitutions with “alternate” products (those that do not meet the Contract requirements, i.e. not an “or Equal”) will be evaluated on a case-by-case basis within the sole discretion of HLZAE.
- D. Provide a separate and distinct submittal for a proposed substitution. Indicate on the submittal that it is a substitution submitted to HLZAE for consideration.
- E. Provide complete documentation showing compliance with the specified requirements.
- F. Allow ample time for HLZAE to review each substitution submission. If at any time during the review process the Contractor believes that the review process is adversely affecting the completion dates, the request for substitutions is to be considered denied. The Contractor shall immediately proceed with submitting and utilizing the specified product(s).
- G. Under no circumstances will an extension of time be granted, nor additional costs be paid for any reason whatsoever relating to the review process.
- H. The construction completion dates shall not be adversely affected by the substitution of specified items.
- I. The decision for approval or rejection of a product substitution shall rest solely with HLZAE.

END OF SECTION



TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide the temporary facilities and controls as specified and as required by law. Perform Work required to meet the requirements of this Section in accordance with governing authorities having jurisdiction. Notify HLZAE, in writing, in the event of conflicts between codes and regulations, the requirements of this Section, project conditions, or Owner's requirements.

1.02 MAINTENANCE, DISCONTINUATION AND REMOVAL

- A. Maintain the temporary facilities in safe condition and sound working order for duration of their use.
- B. Discontinue the temporary facilities and services when their use is no longer required or when they impede the progress of the Work and upon review and approval of Owner.
- C. Remove and clean temporary facilities, services, control equipment, materials and miscellaneous items. Restore areas, spaces and surfaces to their original state or new finish as indicated and specified.

1.03 SITE SECURITY

- A. Employee Identification
 1. Provide photo-identification badges for all employees and require that all subcontractors provide photo-identification badges for their employees. Badges are to be worn on outer clothing and be conspicuously displayed always while present on the premises.
 - a. The badge is to include the Contractor's name, the employee's name, and photograph of the employee.
 2. Provide daily sign-in log. Log shall be maintained at on-site Management Office, Resident Manager's office, or other location designated by Owner.
 - a. Employees, subcontractor's employees, vendors, manufacturer's representatives or other visitors of the Contractor to the site shall sign in.
- B. Project Identification
 1. Provide and maintain for the duration of the Work Project Identification Signage. Signage construction and location shall meet the latest requirements of Connecticut State Building Code.

1.04 TREE PROTECTION

- A. Provide adequate protection for the duration of the Work for existing trees which are to remain at the Site. Contractor shall bear the expense of replacing trees that are damaged.
- B. No trees outside the property line within the public right of way shall be disturbed or removed without the permission of the Commissioner of the Department of Parks and Recreation.
- C. Provide photos of trees prior to beginning construction operations, including installation of bridging and sheds.
- D. Engage an ISA Certified Arborist to develop plans and supervise the protection of the trees.

1.05 WATER CONTROL

- A. Drainage
 1. No condition shall be created as a result of construction or demolition operations that will interfere with natural surface drainage.
 2. Take precaution to prevent concrete or mortar washings, sand, grit or any other material that would cause clogging from entering a sewer or drain. Concrete washout water shall



not be allowed to enter any sewer, catch basin, drain, or body of water or to leach into the ground.

3. Keep all drains and plumbing lines free and clear of debris.
4. Snake drains back to trap at time of substantial completion, or sooner if required as result of clogging drain.

1.06 TEMPORARY FACILITIES AND CONTROLS

A. Electric, Power and Lighting

1. Provide and maintain temporary electric power connections and wiring for all Contractor's operations and temporary electric lighting for Work where artificial light is required from the commencement of the Work until the completion of the project.
2. Owner will supply current to be used. Verify current characteristics.
3. Make necessary connections and furnish necessary wiring, lamps and sockets. Use of gasoline torches will not be permitted.
4. Proposed connections to existing panel boards shall be approved by Owner before being made.
5. All temporary wiring and equipment shall be in conformity with the Connecticut State Building Code.
6. Remove completely all temporary wiring and equipment when the use of such temporary lighting and power is no longer required.

B. Water

1. Provide and maintain temporary water supply and waste system as required for construction Work.
2. Water use may be metered by Owner for reimbursement to Owner.
3. Protect temporary and permanent lines against any damage.
4. Prevent water damage to the Work.
5. Remove all temporary lines when such lines are no longer required.

C. Toilet Facilities

1. Provide, stock, and maintain chemical toilet accommodations for all persons employed or engaged in the Work. Remove such facilities at the completion of the Work or at such earlier time as the Owner may direct.
2. Maintain in sanitary condition toilet room(s) in the building that, upon the approval of the Owner, are used as a temporary toilet facility.
 - a. In all permanent toilet rooms, all plumbing fixtures and room finish shall, upon completion of the Work, be free from any damage, defacement or other defects. The cost of any necessary repair or replacement shall be borne by the Contractor.

D. Field Office

1. Provide all temporary office facilities necessary for the performance and management of the construction. Such facilities must be in place and in operation within thirty (30) days of the start date. No space within the existing building will be provided to the Contractor for such temporary offices unless otherwise indicated. Contractor's field office shall be made of metal or other noncombustible material.
2. Provide all required utilities, services, and connections.
3. HLZAE shall be provided with access to and use of field office when making site visits.

E. Construction Facilities and Conveyance

Furnish, maintain and be responsible for safety of equipment such as temporary stairs, ladders, ramps, scaffolds, trailers, office facilities, runways, derricks, chutes, etc., as required



for proper execution of Work. Such apparatus, equipment and construction shall conform to requirements of authorities having jurisdiction.

1. Ladders & Temporary Stairs

- a. Provide, operate, and maintain the appropriate and required ladders and temporary stairs for access to and performance of the Work.
- b. Provide ladders or temporary stairs wherever there is change in elevation 19 inches or greater; including at sidewalk shed parapets and planking.
- c. Provide handrails at temporary stairs that are four (4) or more steps or 30 inches or more in total rise.
- d. Select ladder appropriate for the purpose. A step ladder may not be utilized in the closed position to act as straight/extension ladder.
- e. Maintain ladder in clean and original factory condition, free of debris or surface contaminants that pose slipping hazards, with all rungs in place.
- f. Ensure the label is in place and legible.
- g. Provide heavy duty grade; I, I-A or I-AA.
- h. Provide ladder appropriately sized for height to be climbed.
- i. Provide proper extension beyond the landing surface. Extension ladder side rails should extend minimum 3 feet beyond the upper landing surface.
- j. Place ladder on stable and level surface.
- k. Secure ladder at top and bottom.
- l. Set ladder at a 4:1 ratio, for every 4 feet in vertical height it should be set 1 foot away horizontally from the vertical plane, maintaining 75.5-degree angle with the horizontal plane.
- m. Extension ladder to have proper overlap; for ladder extended up to 36 feet there should be 3 feet of overlap, for 36 feet – 48 feet there should be 4 feet of overlap, and for over 48 feet there should be 5 feet of overlap.
- n. Secure and barricade ladders placed in any location where they can be displaced by workplace activities or traffic to prevent accidental displacement and to keep the activities or traffic away from the ladder.
- o. Enforce one at a time access on all ladders.

2. Hoists

- a. Provide, operate, and maintain the required hoists and lifting equipment for the performance of the Work.
- b. All material hoist towers shall be designed by a licensed professional engineer
- c. The hoisting or lowering of any article on the outside of any building shall be performed by or under the direct and continuing supervision of a licensed rigger as per the Connecticut State Building Code.
- d. Erect hoists at portion of Building designated by Owner. Protect Building wall at rear of hoist and for 5 feet on either side, with material approved by HLZAE, to prevent soiling Building face.
- e. Comply with the manufacturer's specifications and limitations applicable to the operations of all hoists
- f. No person shall be allowed to ride on material hoists except for the purposes of maintenance and inspection.

F. Temporary Protection

1. Streets, Curbs and Sidewalks:



- a. Protect existing streets, roads, curbs, sidewalks and other existing items on street fronts. Repair and replace, without cost to Owner, portions, which may become damaged as a result of the Work. Repair or replacement shall be done in strict compliance with regulations of civil authorities having jurisdiction.
2. Shoring and Bracing:
 - a. The Contractor shall provide shoring and bracing of new Work or alterations to existing Work.
- G. Pedestrian Protection
 1. If legal requirements of municipal departments or civil authorities having jurisdiction differ from those listed in these specifications, or from the standards or shed selected, the more stringent requirements shall govern.
 2. Tripping Hazards:
 - a. Minimize slipping and tripping hazards in areas used by the public. Maintain areas use by public to be free from ice, snow, grease, debris, equipment, materials, projections, tools, or other items, substances, or conditions that may constitute a slipping, tripping, or other hazard.
 - b. Locate hose lines, wires, ropes, pipes, chains, and conduits so that they will not constitute a tripping hazard to the public either by suspending at least 8 feet above ground or, if left on the ground, cover with suitable chamfered planks or a pedestrian bridge.
 3. Barricades:
 - a. Protect pedestrians from open excavation with fencing sheathed solidly to a height of 8 feet and painted on surfaces exposed to view from the outside of the property. Include viewing panels as required by the Connecticut State Building Code. Provide matching gates with hardware and locks, as required for proper access. Maintain barricades in a clean condition until their removal is directed, at which time they shall be removed from the premises. Fence shall be designed by a registered design professional and shall consider the effect of wind on the fence in accordance with the Connecticut State Building Code.
- H. Debris Removal and Containers:
 1. All floors, roofs, and working decks shall be cleaned of debris at least daily.
 2. Do not allow combustible debris to accumulate.
 3. Place debris that is not removed from the site in non-combustible container covered at the end of the workday and at any time when full to near the rim.

END OF SECTION



CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Undertake the performance of all Project Closeout activities in a timely manner.
- B. Requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 32.

1.02 SUBSTANTIAL COMPLETION

- A. Definition: Substantial Completion is defined in AIA A201 General Conditions Section 9.8 /
- B. Contractor Certification: By indicating the Work is at Substantial Completion, the Contractor certifies the following:
 - 1. The Contract Work has been satisfactorily completed in accordance with the Contract, including all change order work.
 - 2. All documents, permits, and proofs of compliance necessary for the lawful use of the Work have been submitted.
 - 3. The Work has been cleaned, prepared and is ready to be utilized for its intended purpose. All surfaces shall be cleaned in accordance with the manufacturers' recommendations. Cleaning and preparation requirements shall include, but not be limited to, the following:
 - a. Comply with governing regulations for cleaning operations; do not burn or bury waste materials and dispose of harmful or volatile products legally.
 - b. All surfaces shall be free of dirt, films, dust, stains, blemishes, etc.
 - c. Remove litter, debris and dirt from work areas and limited access spaces such as window tracks and roofs.
 - d. All non-permanent labels shall be removed.
 - e. All toilet facilities used by the Contractor shall be thoroughly cleaned and disinfected.
 - f. All exterior site work, sidewalks, paved areas, grass areas etc., used by the Contractor shall be swept, raked smooth and free of debris, rubbish, and litter.
 - g. Patch, clean and paint all soiled and damaged interior surfaces where construction materials were transported through the Building.
 - h. All glass shall be cleaned, and broken glass, light fixtures or lamps shall be replaced.
 - i. All protection not needed for the punch list corrections shall be removed and the affected areas restored.
 - j. All mock-ups, equipment, signs, temporary fences, tools, appliances, etc. necessary to facilitate the Work, but not part thereof or otherwise necessary for punch list corrections, shall be removed.
- C. Submittals: Provide the following items for HLZAE's review prior to requesting inspection for Certification of Substantial Completion:
 - 1. Show 100% completion for portions of the work claimed as "substantially complete" by submitting a payment requisition concurrently with the date substantial completion is claimed.
 - 2. If the Contractor cannot show 100% completion include a list of incomplete items with dollar value of non-complete work, and reasons the work is incomplete. Submit list with inspection request.
 - 3. Submit as-built drawings, operation and maintenance manuals and other final record information to the Owner and copy HLZAE.



4. Submit documentation all required Special Inspections have been successfully completed.
 5. Submit warranties and maintenance agreements to Owner and copy HLZAE.
 6. Submit releases, including release and waiver of liens, and permits enabling Owner's unrestricted use.
- D. Inspection Procedures: Upon receipt of a request for inspection, HLZAE will either proceed with the inspection or advise the Contractor of unfulfilled requirements, if they are known.
1. If HLZAE concurs that Substantial Completion has been achieved, a Certificate of Substantial Completion will be issued to the Contractor. The date of Substantial Completion, as determined by HLZAE, will be indicated on the form, a Final Punchlist of items to be addressed prior to Final Acceptance will be attached and the duration to complete the punch list items will be indicated. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with Contract Documents.
 2. If HLZAE does not concur that Substantial Completion has been achieved a list of deficiencies showing incomplete Contract Work will be issued to the Contractor.
 - a. HLZAE will re-inspect the Work when notified by the Contractor that the Work has been substantially completed.
 - i. If more than one re-inspection is required, the Contractor may be subject to non-performance penalties as indicated in Special Conditions.
 - b. If the Contractor fails to complete or correct all deficient Work within the period specified, the Contractor may be subject to non-performance penalties as indicated in Special Conditions and/or the Owner may have such Work performed by others at the Contractor's expense.
 - c. Upon completion of the deficient items, the Certificate of Substantial Completion will be issued.

1.03 FINAL COMPLETION & FINAL PAYMENT

- A. Definition: Final Completion is defined in AIA A201 General Conditions Section 9.10
- B. Contractor Certification: By indicating the Work is at Final Completion, the Contractor certifies the following:
 1. Final demobilization and removal of temporary facilities remaining used to address the Final Punchlist items has been completed.
 2. All contractual obligations have been completed
 3. The Final Punchlist work has been completed.
 4. The Work has received final cleaning.
 - a. The Contractor shall clean and prepare for use, in accordance with sub-paragraph 1.02.B.5 above, all Work affected by the performance of the Final Punchlist and all Work and areas not previously cleaned and made ready for use. Touch-up and otherwise repair and restore marred exposed finishes.
 5. All damage caused by the Contractor has been repaired or replaced as follows:
 - a. New Work, included as part of this Contract, shall be replaced.
 - b. Existing property shall be returned to its condition prior to the Contractor's mobilization for the Work.
- C. Submittals: Provide the following items for HLZAE's review prior to requesting inspection for Final Completion:
 1. Submit letter stating that each item on final punch list has been completed.
 2. Signed receipts for items turned over to the Owner (attic stock, specified tools, keys,



spare parts, etc.)

- D. Re-Inspection Procedures: Upon receipt of a request for inspection, HLZAE will either proceed with the inspection or advise the Contractor of unfulfilled requirements, if they are known.
1. If HLZAE concurs that Final Completion has been achieved, HLZAE will certify the final Application for Payment.
 2. If HLZAE does not concur that Substantial Completion has been achieved, HLZAE will notify the Contractor of work not completed or obligations not fulfilled as required for final acceptance.
 - a. No additional compensation will be allowed for the completion of the Final Punchlist work.
 - b. HLZAE will re-inspect the Work when notified by the Contractor that the Work has been completed.
 - i. If more than one re-inspection is required, the Contractor may be subject to non-performance penalties as indicated in Special Conditions.
 - c. If the Contractor fails to complete or correct all deficient Work within the period specified, the Contractor may be subject to non-performance penalties as indicated in Special Conditions and/or the Owner may have such Work performed by others at the Contractor's expense.
 - d. Upon satisfactory completion of the deficient items, the Contractor shall submit a final Application for Payment with associated Releases. By doing so, the Contractor acknowledges.
 - ii. Resolution of all change orders.
 - iii. Resolution of all claims.
 - iv. The total Contract value indicated on the Final Payment Request has been reconciled and is the accepted amount for all obligations due under this Contract.
 - e. HLZAE will certify the final Application for Payment.
 - f. By issuing Final Payment, the Owner acknowledges Final Acceptance.

1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Protect record documents from loss and deterioration and provide access to documents for HLZAE's reference at job site during normal working hours. These record documents will show all "as built conditions".
1. Upon final completion of the work, submit copy of record drawings, specifications and product data to HLZAE for the Owner's records.
- B. Record Drawings: Maintain a set of contract and shop drawings with legible mark-ups of actual field installations which may vary from the work as originally shown. Note related change order numbers on drawings, where applicable. Provide computer generated drawings; drawings to be generated utilizing AutoCAD, with original AutoCAD files (dwg) provided to HLZAE for building record keeping.
- C. Record Specifications: Maintain one (1) copy of specifications including addenda, bulletins, change orders, field orders and other issued modifications. Provide legible mark-ups of variations in Work from text of specifications.
- D. Record Product Data: Maintain one (1) copy of each piece of product data submittal and mark-up significant variations in actual work.
- E. Maintenance Manuals: Organize maintenance and operating manual information into sets and inserted into a binder. Include the following:



1. Warranties.
2. Inspection procedures.
3. Shop drawings.

PART 2 – NOT USED

PART 3- NOT USED

END OF SECTION



BRICK MASONRY

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. Work Included: This Section includes the following:

1. Removal, selective rebuilding and pointing of brick walls and parapets as indicated.
2. Alternate: Remove a minimum of 3 courses of brick masonry above steel lintels at areas indicated for work. Scrape all structural steel to clean white steel and allow for Architect to review and inspect. Prepare, prime, paint and flash existing steel per details; rebuild brick masonry in kind. Replacement of deteriorated steel lintels will be performed on a per unit price basis.

B. Related Sections

1. Section 02 41 13 - Selective Site Demolition
2. Section 07 95 00 - Joint Sealants
3. Section 09 91 00 - Painting

1.02 SUBMITTALS & MOCK-UPS

- A. Samples: Prior to commencement of Work submit full size samples of brick & all other masonry units to be installed, as well as 6" long by 1/2" wide samples of brick mortar set in plastic channels for review and approval by the Owner and Architect. Also submit samples of all accessories items specified, such as anchorage devices, straps, reinforcing, concealed flashing, etc.
- B. Construct on site mock-ups utilizing approved materials as directed by the Architect.
- C. Product Data: Submit manufacturer's product data for each type of masonry unit, mortar mix product (sand, cement, lime, pigment), accessory, reinforcing, anchorage device, concealed flashings, and other manufactured products, including test reports showing compliance with requirements, and material certificates. Submit name of brick supplier and model number of brick.
- D. The Architect reserves the right to direct the Contractor to provide samples and mock-ups in addition to the initial samples and mock-ups provided.
- E. Review of Submittals & Mock-ups: The Architect and the Owner's Representative, will determine the aesthetic considerations of the project, and are the sole judges of the accuracy of the samples and mock-ups provided, in matching existing conditions and materials present at the site. Obtain the Architect's acceptance of the mock-up prior to starting Work.
- F. Approved mock-ups shall serve as standard by which other Work will be judged. Retain mock-ups during construction as standard for judging completed masonry work.

1.03 QUALITY ASSURANCE

- A. Work of this Section shall be performed by a firm using skilled personnel, having at least 5 years successful experience in comparable masonry repair projects.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to project in manufacturer's labeled and unopened containers.
- B. Store cementitious materials on raised platforms and under ventilated and waterproof cover. Store and handle joint sealer materials to prevent their deterioration or damage due to



moisture, temperature changes or other causes.

- C. During delivery, storage and handling, protect materials from moisture, staining and physical damage; cover with waterproof covering; allow for air circulation.
- 1.05 JOB CONDITIONS
- A. Rebuild masonry only when outside temperature is between 40 degrees Fahrenheit and 80 degrees Fahrenheit and maintained for at least 48 hours after completion of Work.
 - B. Prevent mortar from staining adjacent construction and promptly remove any stains from adjacent exposed surfaces. Clean sills, ledges and other horizontal surfaces located under work areas of all mortar droppings and dust at the end of each work day.

PART 2 - PRODUCTS

2.01 MASONRY MATERIALS

- A. Face Brick: Match existing historic brick for types, colors, texture and sizes. Bricks may be custom. Comply with the following:
 - 1. Obtain each type of new brick from one manufacturer and supplier.
 - 2. All new face brick shall be Grade SW and comply with ASTM C216.
- B. All new back-up (concealed) brick shall be Grade MW and comply with ASTM C62.

2.02 MORTAR MATERIALS AND MIXES

- A. Portland Cement: ASTM C 150, Type I.
- B. Hydrated Lime: ASTM C 207, Types S.
- C. Aggregate for Mortar: ASTM C 144
- D. Water: Clean and potable.
- E. Mixing: Combine and thoroughly mix cement, water and aggregate materials in a mechanical batch mixer; comply with ASTM C 270, Proportion Specification for Type N. If pre-mixed materials are used they must comply with Type N specifications.
 - 1. General: Do not add admixtures or compounds without prior approval by Architect. Do not use air entrainment admixtures in mortar.
 - 2. Setting mortar: 1-part Portland cement, 1 part hydrated lime, damp sand (not less than 2 1/4 and not more than 3 times the volume of cement and lime).
 - 3. Pointing Mortar: 1-part Portland cement, 1 parts hydrated lime, 5 parts damp sand (not less than 2 1/4 and not more than 3 times the volume of cement and lime). Select and proportion pigments with other ingredients to produce color matching existing mortar. Do not exceed pigment - to - cement ratio of 1 to 10, by weight. Do not use masonry cement in mortar.

2.03 JOINT REINFORCEMENT, TIES AND ANCHORING DEVICES

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products of one of the following:
 - 1. AA Wire Products Co.
 - 2. Dur-O-Wall, Inc.
 - 3. Hohmann & Barnard, Inc.
- B. General: Provide 9 gauge, welded-wire units with deformed continuous side rods and plain



cross rods prefabricated into straight lengths of not less than 10', with prefabricated corner and tee units.

1. Provide stainless steel truss type with diagonal cross rods 16" o.c. and with single pair of side rods for single-wythe masonry.
2. Rigid Anchors: Strips of form and length required, of stainless steel 1 1/4" x 3/16" strips, unless otherwise shown.
3. Fasteners, Dowels, and Anchor Bolts: Shall be stainless steel.

2.04 CONCEALED FLASHING

- A. Concealed fabric flashing material: provide "Bituthene 4000" by W.R. Grace, Inc. or approved equal.

2.05 MISCELLANEOUS MATERIALS

- A. Provide drainage filter at the bottom of and masonry wall cavities to prevent blockage of weep holes for drainage. Provide one of the following:
- B. "Mortar Net" by Mortar Net USA for cavities greater than 1" wide.
- C. "J-Drain 1000" by JDR Enterprises, Inc. for cavities less than 1" wide.

PART 3 - EXECUTION

3.01 PROTECTION

- A. Protect persons from injury, protect vehicles, adjacent surfaces and Buildings, and Building site from damage from masonry repair work.
- B. Erect temporary protection, cover over pedestrian walkways and at active walkways, entrances and exits while Work is in progress.
- C. During the course of the Work cover the top of uncompleted walls with heavy plastic tarps at the end of each workday and when Work is not in progress. Uncompleted construction, interior spaces, and underlying surfaces that are exposed, shall be covered to the extent necessary to prevent water infiltration. The Contractor shall be **SURE TO SECURE ALL TARPS IN PLACE IN ORDER TO PREVENT WIND UP-LIFT.**

3.02 MASONRY REMOVAL

- A. General: Brick exhibiting severe cracking or loss of mortar bond shall be replaced. Notify Architect not less than 72 hours prior to scaffold drops to arrange for site examination.
- B. Architect and Contractor will review conditions of mortar and masonry Work at various locations to determine pointing and masonry replacement requirements.
- C. Remove deteriorated or damaged brick at locations indicated. Clean surrounding area by removing mortar, dust and debris.
- D. Support and protect masonry indicated to remain which surrounds removal area.

3.03 GENERAL MASONRY INSTALLATION

- A. Wet brick units prior to placement. The bricks shall be nearly saturated but surface dry when laid.
- B. Cleaning Reinforcing: Before placing, remove loose rust and other coatings from reinforcing.
- C. Thickness: Build masonry construction to the full thickness shown.



- D. Concealed Flashing: Provide concealed flashing in masonry over structural steel surfaces, angles, ledges and other obstructions, and as shown on the drawings, to divert water to the exterior. Remove projections that might puncture flashing.
- E. Install concealed flashings in accordance with the manufacturer's instructions and as directed by the Architect at the site.
- F. Provide control, expansion, and isolation joints in masonry at existing locations, as directed and located by the Architect at the site, and as located on the drawings.
- G. Cutting: Cut masonry units with mortar-driven dry-cutting saws for clean, sharp edges. Cut units to provide continuous bond pattern and to fit adjoining Work. Use full-size units without cutting where possible.
- H. Construction Tolerances:
 - 1. Variation from Plumb: 1/4' in 10' or 3/8" in 20'.
 - 2. Variation from Level: 1/4" in 20'.
 - 3. Variation in Width: 1/4" or + 1/2".
 - 4. Variation in Joint Size: +/-1/8", 1/2" maximum.

3.04 LAYING MASONRY

- A. Layout walls for location and bond pattern, with uniform joint widths and with accurately located openings, movement-type joints, returns and offsets. Avoid using less-than-half size brick units.
 - 1. Install new brick masonry to replace removed units.
 - 2. Bond: Lay exposed masonry in bond matching existing adjacent units. Lay concealed masonry in common bond or lapped not less than 2". Interlock each course of each wythe at corners. Do not use units with less than nominal 4" width at corners or jams.
- B. Stopping and Resuming Work: Rake back 1/2-unit length in each course; do not tooth. Clean exposed surfaces of masonry and remove loose masonry units and mortar prior to laying fresh masonry.
- C. Mortar Bedding and Jointing:
 - 1. Lay masonry units with completely filled bed and head joints; butter ends with mortar to fill head joints and set firmly in place. Do not slush head joints.
 - 2. Maintain joint widths to match existing, except for minor variations required to maintain bond alignment. If existing widths are not adequate, lay walls with 3/8" joints.
 - 3. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials.
 - 4. Tool exposed joints slightly concave, unless otherwise indicated.
 - 5. Remove masonry units that have been disturbed after laying, clean, and reset in fresh mortar. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.
- D. Anchoring Masonry
 - 1. Anchor masonry to structural members with flexible metal ties embedded in masonry joints and mechanically attached to back up wall.

3.05 HORIZONTAL JOINT REINFORCEMENT AND ANCHORING

- A. Horizontal Joint Reinforcement General: Install continuous joint reinforcement with side rods embedded in mortar, with a minimum cover of 5/8" on exterior side of walls, 1/2" elsewhere. Lap reinforcement a minimum of 6".



1. Cut or interrupt joint reinforcement at control and expansion joints.
 2. Provide continuity at corners and wall intersections with prefabricated corner and tee sections. Cut and bend reinforcement for continuity.
 3. For single and multi-wythe walls space reinforcing as required by code but not less than 16" on center vertically.
- B. Anchoring Masonry
1. Anchor masonry to structural members with flexible metal ties embedded in masonry joints and mechanically attached to back up wall.

3.06 BRICK UNIT REPLACEMENT

- A. Extent and Location: Remove only as much masonry as necessary to perform repairs, and where directed by the Architect.
- B. Carefully remove brick by hand. It is the responsibility of the Contractor to protect all bricks to adjacent to brickwork scheduled for rebuilding. If necessary, the Contractor shall replace other bricks damaged by removal operations.
- C. Shoring: Support and protect remaining masonry which surrounds removal area.
- D. Cleaning: Clean remaining brick at edges of removal areas by removing mortar, dust and loose debris in preparation for rebuilding.
- E. Refer to Drawings for flashing. Seal all penetrations through flashing. Provide adequate galvanic separation where necessary. Provide staggered weeps as described above.
- F. Brick Ties – Back-Up Masonry: Fasten brick ties to back-up masonry as per project Drawings.
- G. Installation: Install new brick to replace and match removed brick. Fit replacement units into bonding and coursing pattern of existing brick. If cutting is required, use motor driven saw designed to cut masonry with clean, sharp, unchipped edges. Lay replacement brick with completely filled bed, head and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet bricks so that units are nearly saturated but surface dry when laid. Maintain joint width for replacement units to match existing.
- H. Tooling: Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
- I. Flashing at Lintels: Install inner-wall membrane flashing by adhering to back-up material. Flashing shall rise a minimum of 6" up the back of the opening. Top edge shall be secured with an aluminum termination bar and caulked with sealant. Provide end dams. All new membrane flashing shall extend 1" beyond face of rebuilt masonry, and then be cut flush with masonry once it has been reinstalled. Rebuild masonry to match existing.

3.07 CLEANING

- A. Entire Work area, areas below Work area and or adjacent to Work area shall be cleaned of all debris, mortar, dust, chips, etc.

END OF SECTION

MASONRY GROUTING



PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Masonry Injection Adhesive.
- B. Masonry Injection Grout.
- C. Masonry Void Injection Grout.
- D. Stone Patching Mortar.
- E. Anchor Setting Mortar.
- F. Horizontal Concrete Patch.
- G. Vertical Concrete Patch.
- H. Brick Patching Mortar.
- I. Masonry Pointing Mortar.
- J. Marble Patching Mortar.
- K. Casting Mortar.
- L. Hardstone Patching Mortar.
- M. Accessories.

1.02 RELATED SECTIONS

- A. Section 03930 - Concrete Rehabilitation.
- B. Section 04910 - Unit Masonry Restoration.
- C. Section 04920 - Stone Restoration.

1.03 SYSTEM DESCRIPTION

- A. Performance Requirements: Supply mortar materials which require the addition of water only at site for correct performance; mortar materials requiring site-mixing of additives to achieve correct performance are not permitted.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's descriptive literature for each type mortar specified in this section.
- C. Selection Samples: Two sets of color chips representing manufacturer's full range of available colors.
- D. Verification Samples: Two samples, minimum size 3 inches (76 mm) square, representing actual color and finish of products to be installed.
- E. Quality Assurance Submittals:
 - 1. Manufacturer's certification that installer of manufacturer's product is approved.
 - 2. Manufacturer's instructions:
 - a. Printed installation instructions for each product specified in this section.
 - b. Manufacturer's Safety Data Sheets (M.S.D.S.)



1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized by manufacturer of products of this section.
- B. Mock-ups:
 - 1. Construct mock-ups using materials specified in this section.
 - 2. Construct mock-ups as directed, at location indicated or directed.
 - 3. Construct mock-ups at location indicated or directed, and as follows:
 - a. Size: ___ feet by ___ feet (___ mm by ___ mm).
 - b. Include _____.
 - 4. Obtain Architect's acceptance of mock-ups before beginning construction activities of this section; accepted mock-ups will be standard by which completed construction activities of this section is judged.
 - 5. Mock-ups may not remain as part of Work.
 - 6. Accepted mock-ups may remain as part of Work.
- C. Pre-Installation Meetings:
 - 1. Convene at job site seven (7) calendar days prior to scheduled beginning of construction activities of this section to review requirements of this section.
 - 2. Require attendance by representatives of the following:
 - a. Manufacturers of products of this section.
 - b. Installer of this section.
 - c. Other entities directly affecting, or affected by, construction activities of this section.
 - 3. Notify Architect four (4) calendar days in advance of scheduled meeting date.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products of this section in manufacturer's unopened packaging until installation.
- B. Maintain storage area for products of this section in accordance with manufacturer's instructions until installation.

1.07 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Do not apply mortars to frozen or hot substrates; apply mortars only when ambient temperature is between 40 degrees F (4 degrees C) and 90 degrees F (32 degrees C), with low to average humidity.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Cathedral Stone Products, Inc.; 8332 Bristol Court, #107, Jesup, MD 20794. ASD. Tel: (301) 317-4658, Fax: (301) 317-4670; e-mail address JAHN@SMART.NET; Home Page HTTP://WWW.JAHNMORTARS.COM
- B. Requests for substitution will be considered in accordance with provisions of Section 01600.
- C. Substitutions: Not permitted.
- D. Unless otherwise specified for an individual product or material, supply all products specified in this section from the same manufacturer.

2.02 MATERIALS

- A. Masonry Injection Adhesive: JAHN M30 Micro Injection Adhesive; low-viscosity, single-component injection grout for stabilization and rehabilitation of masonry cracks ranging



from 1/16 inch (1.5 mm) to 1/4 inch (6 mm) wide, in both non-structural simple-void applications and structural load-bearing applications; cementitious, water-based, with synthetic material to enhance penetration and bonding.

- B. Masonry Injection Grout: JAHN M40 Crack Injection Grout; low-viscosity, vapor-permeable single-component injection grout for stabilization and rehabilitation of masonry cracks ranging from 1/4 inch (6 mm) to 3/8 inch (9 mm) wide, in non-structural simple-void applications; mineral-based, containing no synthetic polymer bonding agents or additives.
- C. Masonry Void Injection Grout: JAHN M50 Void Injection Grout; low-viscosity, vapor-permeable single-component injection grout for stabilization and rehabilitation of masonry cracks from 3/8 inch (9 mm) wide, in non-structural simple-void applications; mineral-based, containing no synthetic polymer bonding agents or additives.
- D. Stone Patching Mortar: JAHN M70 Stone Patching Mortar; vapor-permeable single-component mortar for restoration of natural stone surfaces; mineral-based, containing no synthetic polymer bonding agents or additives.
 - 1. Laboratory-engineered formulation for compatibility with existing _____ substrate.
 - 2. Laboratory-engineered formulation for compatibility with existing substrate indicated in SCHEDULE Article of PART 3 of this section.
 - 3. Color: Selected from full range of manufacturer's available standard colors.
 - 4. Color: _____.
 - 5. Color: Custom color matching Architect-approved sample.
 - 6. Color: Specified in SCHEDULES Article of PART 3 of this section.
- E. Anchor Setting Mortar: Jahn M80 Anchor Setting Mortar; single-component, vapor-permeable, non-shrink mortar for securing anchors and bolts in new or existing masonry structures; cementitious water-based material with high pH and freeze-thaw resistance, containing no synthetic polymer bonding agents or additives.
- F. Horizontal Concrete Patch: Jahn M90 Horizontal Concrete Patch; single-component, vapor-permeable mortar for restoration of structural concrete; cementitious mineral-and water-based material with high pH, carbonation, and freeze-thaw resistance, containing no synthetic polymer bonding agents or additives.
- G. Vertical Concrete Patch: Jahn M90 Vertical Concrete Patch; single-component, vapor-permeable mortar for restoration of structural concrete; cementitious mineral- and water-based material with high pH, carbonation, and freeze-thaw resistance, containing no synthetic polymer bonding agents or additives.
- H. Brick/Terra Cotta Patching Mortar: JAHN M100 Terra Cotta Patching Mortar; vapor-permeable single-component mortar for restoration of brick and terra cotta surfaces; mineral-based, containing no synthetic polymer bonding agents or additives.
 - 1. Laboratory-engineered formulation for compatibility with oven-fired materials.
 - 2. Color: Selected from full range of manufacturer's available standard colors.
 - 3. Color: _____.
 - 4. Color: Custom color matching Architect-approved sample.
 - 5. Color: Specified in SCHEDULES Article of PART 3 of this section.
- I. Masonry Pointing Mortar: JAHN M110 Historic Pointing Mortar; vapor-permeable single-component mortar for restoration of masonry mortar joints; mineral-based, containing no synthetic polymer bonding agents or additives.
 - 1. Laboratory-engineered formulation for compatibility with existing substrate.
 - 2. Color: Selected from full range of manufacturer's available standard colors.



3. Color: _____.
 4. Color: Custom color matching Architect-approved sample.
 5. Color: Specified in SCHEDULES Article of PART 3 of this section.
- J. Marble Patching Mortar: JAHN M120 Marble Patching Mortar; vapor-permeable single-component mortar for restoration of marble surfaces; mineral-based, containing no synthetic polymer bonding agents or additives.
1. Laboratory-engineered formulation for compatibility with existing marble substrates.
 2. Color: Selected from full range of manufacturer's available standard colors.
 3. Color: _____.
 4. Color: Custom color matching Architect-approved sample.
 5. Color: Specified in SCHEDULES Article of PART 3 of this section.
- K. Casting Mortar: JAHN M150 Casting Mortar; vapor-permeable single-component dry-pack mortar for natural stone, terra cotta, or architectural concrete ornamental castings; mineral-based, containing no synthetic polymer bonding agents or additives.
1. Laboratory-engineered formulation to replicate appearance and texture of existing substrates.
 2. Color: Selected from full range of manufacturer's available standard colors.
 3. Color: _____.
 4. Color: Custom color matching Architect-approved sample.
 5. Color: Specified in SCHEDULES Article of PART 3 of this section.
- L. Hardstone Patching Mortar: JAHN M160 Hardstone Patching Mortar; vapor-permeable single-component mortar for restoration of granite, bluestone, and other hard stone surfaces; mineral-based, containing no synthetic polymer bonding agents or additives.
1. Laboratory-engineered formulation for compatibility with existing hard stone substrates.
 2. Color: Light gray granite.
 3. Color: Light gray bluestone.
 4. Color: Custom color matching Architect-approved sample.
 5. Color: Specified in SCHEDULES Article of PART 3 of this section.
- M. Water: Potable, containing no materials which would impair performance or appearance of grout materials.
- N. Accessories: Supply accessories specified in manufacturer's instructions for project conditions.

2.03 MIXES

- A. Mix mortar materials in accordance with manufacturer's instructions; use only mixing methods and equipment specified.
- B. Add only the amount of water specified in manufacturer's instructions to mortar mixes; re-tempering partially-set mixes by the addition of water is not permitted.
- C. Addition of bonding agents, plasticizers, curing compounds, or other materials not specified in manufacturer's instructions, is not permitted.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Installer's Examination:



1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
2. Transmit two copies of installer's report to Architect within 24 hours of receipt.
3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
4. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.02 PREPARATION

- A. Clean surfaces to be treated free of any loose or deleterious material which could prevent adhesion or otherwise impair performance of cured mortars.
- B. Use of bonding agents to prepare existing surfaces is not permitted.

3.03 INSTALLATION

- A. Install products of this section in accordance with manufacturer's installation instructions.
- B. Masonry Injection Adhesive:
 1. Transverse cracks:
 - a. Drill a series of injection ports in center of crack; drill ports in downward direction.
 - b. Moisten interior of crack immediately before injection by flushing with clean water; if surface is allowed to dry out before mortar is injected, repeat moistening.
 - c. Seal cracks, between ports, with removable, non-staining clay or masonry masking tape for low- pressure applications; patch crack, between ports, with mortar of type recommended by manufacturer for high pressure applications.
 - d. Begin injections at lowest port, continuing injection until grout flows freely from next port above; seal off initial port and proceed with injection at ports above until crack is filled.
 2. Lateral (delamination) cracks:
 - a. Drill a series of injection ports in a square-grid configuration on face of substrate; drill ports in downward direction.
 - b. Moisten interior of crack immediately before injection by flushing with clean water; if surface is allowed to dry out before mortar is injected, repeat moistening.
 - c. Begin injections at lower left port, continuing injection until grout flows freely from other ports; seal off initial port and proceed with injection at lower right port.
 - d. Seal off ports with removable, non-staining clay or masonry masking tape for low-pressure applications; seal off ports with mortar of type recommended by manufacturer for high pressure applications.
 - e. Order of injection is lower left-lower right-upper left-upper right; continue until crack is filled.
 3. Remove plugs after forty-eight hours; patch ports and crack surface, if not previously patched, with mortar of type recommended by manufacturer, matching color and texture of existing masonry.
- C. Masonry Injection Grout:
 1. Transverse cracks:
 - a. Drill a series of injection ports in center of crack; drill ports in downward direction.
 - b. Moisten interior of crack immediately before injection by flushing with clean water; if surface is allowed to dry out before mortar is injected, repeat moistening.



- c. Seal cracks, between ports, with removable, non-staining clay or masonry masking tape for low- pressure applications; patch crack, between ports, with mortar of type recommended by manufacturer for high pressure applications.
 - d. Begin injections at lowest port, continuing injection until grout flows freely from next port above; seal off initial port and proceed with injection at ports above until crack is filled.
 2. Lateral (delamination) cracks:
 - a. Drill a series of injection ports in a square-grid configuration on face of substrate; drill ports in downward direction.
 - b. Moisten interior of crack immediately before injection by flushing with clean water; if surface is allowed to dry out before mortar is injected, repeat moistening.
 - c. Begin injections at lower left port, continuing injection until grout flows freely from other ports; seal off initial port and proceed with injection at lower right port.
 - d. Seal off ports with removable, non-staining clay or masonry masking tape for low-pressure applications; seal off ports with mortar of type recommended by manufacturer for high pressure applications.
 - e. Order of injection is lower left-lower right-upper left-upper right; continue until crack is filled.
 3. Remove plugs after forty-eight hours; patch ports and crack surface, if not previously patched, with mortar of type recommended by manufacturer, matching color and texture of existing masonry.
- D. Masonry Void Injection Grout:
 1. Transverse cracks:
 - a. Drill a series of injection ports 1/4 inch (6 mm) to 3/8 inch (9 mm) diameter at center of void; drill ports in downward direction.
 - b. Moisten interior of void immediately before injection by flushing with clean water; if surface is allowed to dry out before mortar is injected, repeat moistening.
 - c. Seal void, between ports, with removable, non-staining clay or masonry masking tape for low- pressure applications; patch crack, between ports, with mortar of type recommended by manufacturer for high pressure applications.
 - d. Begin injections at lowest port, continuing injection until grout flows freely from next port above; seal off initial port and proceed with injection at ports above until void is filled.
 2. Lateral (delamination) cracks:
 - a. Drill a series of injection ports in a square-grid configuration on face of substrate; drill ports in downward direction.
 - b. Moisten interior of void immediately before injection by flushing with clean water; if surface is allowed to dry out before mortar is injected, repeat moistening.
 - c. Begin injections at lower left port, continuing injection until grout flows freely from other ports; seal off initial port and proceed with injection at lower right port.
 - d. Seal off ports with removable, non-staining clay or masonry masking tape for low-pressure applications; seal off ports with mortar of type recommended by manufacturer for high pressure applications.
 - e. Order of injection is lower left-lower right-upper left-upper right; continue until crack is filled.
 3. Remove plugs after forty-eight hours; patch ports and void surface, if not previously patched, with mortar of type recommended by manufacturer, matching color and texture of existing masonry.



E. Stone Patching Mortar:

1. Remove dust, dirt, grease, laitance, and other coatings or foreign substance which might prevent proper adhesion of mortar.
2. Remove loose or deteriorated masonry from the patch area, plus an additional 1/4 inch (6 mm) of what appears to be sound material, to a minimum depth of 1/2 inch (13 mm) using manual or pneumatic cutting techniques; square-cut edges of void created, maintaining 90-degree angles.
3. Where indicated, use threaded stainless steel dowels, or other acceptable anchors, to anchor patches.
4. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
5. Completely wet substrate immediately before applying mortar by flushing with clean water.
6. Apply mortar to glistening wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat flushing.
7. Build out mortar material out further than surface of original substrate; after mortar achieves initial set, scrape away excess mortar until desired profile is attained.
8. To ensure color uniformity, wait until material being removed is consistency of dry sand; for rougher masonry texture, wait longer before finishing.
9. Do not trowel or float surface excessively to achieve finish; this can alter texture, porosity, or color of mortar material.
10. Keep patches moist by water-misting several times a day for seventy-two hour period, or less in cool weather.
11. Where access to patches is not possible, cover patches temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.

F. Anchor Setting Mortar:

1. Drill holes horizontal or angled in downward direction on vertical surfaces; leave walls in abraded, open-pore condition.
2. Clean holes free of dust, dirt, grease, oil, laitance, and loose material which would impair performance of mortar using compressed, oil-free, air.
3. Clean anchors free of rust, then treat with coating recommended by manufacturer to prevent rusting; do not apply mortar until protective coating for anchors is completely dry.
4. Completely wet holes immediately before applying mortar by flushing with clean water.
5. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
6. Pour or place mortar into drill hole approximately one-half full; insert anchor, twisting, turning, and tapping anchor to remove voids or air pockets.
7. Fill remainder of cavity with mortar; allow minimum two days before applying load to anchor.
8. Keep mortar moist by water-misting several times a day for seventy-two hour period.

G. Horizontal Concrete Patch:

1. Remove dust, dirt, grease, laitance and other coatings or foreign substance which might prevent proper adhesion of mortar.
2. Remove loose or deteriorated concrete from the patch area, plus an additional 1/4 inch (6 mm) of what appears to be sound material, to a minimum depth of 1/2 inch (13 mm) using manual or pneumatic cutting techniques, or mechanical abrasion techniques; square-cut edges of void created, maintaining 90-degree angles.



3. As directed by Architect, cut out reinforcing steel which is consumed beyond structural use, and install replacement reinforcing.
 4. Mechanically abrade structurally sound corroded reinforcing steel to white metal finish, then treat with coating recommended by manufacturer to prevent rusting; do not apply mortar until protective coating for reinforcing steel is completely dry.
 5. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
 6. Completely wet substrate immediately before applying mortar by flushing with clean water.
 7. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
 8. Apply mortar material flush to surface, then finish with steel trowel, broom, or float finish, as directed by Architect.
 9. Keep patches moist by water-misting several times a day for seventy-two hour period.
 10. Where access to patches is not possible, cover patches temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.
- H. Vertical Concrete Patch:
1. Remove dust, dirt, grease, laitance and other coatings or foreign substance which might prevent proper adhesion of mortar.
 2. Remove loose or deteriorated concrete from the patch area, plus an additional 1/4 inch (6 mm) of what appears to be sound material, to a minimum depth of 1/2 inch (13 mm) using manual or pneumatic cutting techniques, or mechanical abrasion techniques; square-cut edges of void created, maintaining 90-degree angles.
 3. As directed by Architect, cut out reinforcing steel which is consumed beyond structural use, and install replacement reinforcing.
 4. Mechanically abrade structurally sound corroded reinforcing steel to white metal finish, then treat with coating recommended by manufacturer to prevent rusting; do not apply mortar until protective coating for reinforcing steel is completely dry.
 5. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
 6. Completely wet substrate immediately before applying mortar by flushing with clean water.
 7. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
 8. Build out mortar material out further than surface of original substrate; after mortar achieves initial set, scrape away excess mortar until desired profile is attained.
 9. Keep patches moist by water-misting several times a day for seventy-two hour period.
 10. Where access to patches is not possible, cover patches temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.
- I. Brick/Terra Cotta Patching Mortar:
1. Remove dust, dirt, grease, laitance and other coatings or foreign substance which might prevent proper adhesion of mortar.
 2. Remove loose or deteriorated masonry from the patch area, plus an additional 1/4 inch (6 mm) of what appears to be sound material, to a minimum depth of 1/2 inch (13 mm) using manual or pneumatic cutting techniques; square-cut edges of void created, maintaining 90-degree angles.
 3. Where indicated, use threaded stainless steel dowels, or other acceptable anchors, to anchor patches.



4. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
 5. Completely wet substrate immediately before applying mortar by flushing with clean water.
 6. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
 7. Build out mortar material out further than surface of original substrate; after mortar achieves initial set, scrape away excess mortar until desired profile is attained.
 8. Do not trowel or float surface excessively to achieve finish; this can alter texture, porosity, or color of mortar material.
 9. Keep patches moist by water-misting several times a day for seventy-two hour period.
 10. Where access to patches is not possible, cover patches temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.
- J. Masonry Pointing Mortar:
1. Remove dust, dirt, grease, laitance and other coatings or foreign substance which might prevent proper adhesion of mortar.
 2. Rake out deteriorated mortar to depth required for minimum 1/2 inch (13 mm) depth mortar joint, allowing for concave joints if project conditions indicate; remove loose mortar particles.
 3. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
 4. Completely wet substrate immediately before applying mortar by flushing with clean water.
 5. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
 6. Tool mortar joints, using pointing tools and techniques required to match adjacent existing mortar joints.
 7. Keep joints moist by water-misting several times a day for seventy-two hour period.
 8. Where access to joints is not possible, cover joints temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.
- K. Marble Patching Mortar:
1. Remove dust, dirt, grease, laitance and other coatings or foreign substance which might prevent proper adhesion of mortar.
 2. Remove loose or deteriorated masonry from the patch area, plus an additional 1/4 inch (6 mm) of what appears to be sound material, to a minimum depth of 1/2 inch (13 mm) using manual or pneumatic cutting techniques; square-cut edges of void created, maintaining 90-degree angles.
 3. Where recommended by manufacturer's instructions, use threaded stainless steel dowels, or other acceptable anchors, to anchor patches.
 4. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
 5. Completely wet substrate immediately before applying mortar by flushing with clean water.
 6. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
 7. Build out mortar material out further than surface of original substrate; after mortar achieves initial set, scrape away excess mortar until desired profile is attained.



8. Do not trowel or float surface excessively to achieve finish; this can alter texture, porosity, or color of mortar material.
9. Keep patches moist by water-misting several times a day for seventy-two hour period.
10. Where access to patches is not possible, cover patches temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.

L. Casting Mortar:

1. Clean and prepare surface of original piece to cast mold; perform mold-making should be performed in accordance with mold manufacturer's instructions.
2. Immediately prior to packing mold, apply non-staining mold release agent recommended by mold manufacturer to surfaces; include undercut areas.
3. Clean mold of foreign materials which could cause imperfections; coat mold with non-staining release agent recommended by mold manufacturer.
4. Scoop 1 to 2 inches (25 to 50 mm) of mixed mortar into mold, tamping it into place by hand, ensuring that intricate detailings are completely filled, particularly in undercut areas; compact mortar by tamping with wood rams and rubber mallets as build-up of material proceeds, repeating process until mold is slightly overfilled.
5. Once filled and compacted, screed off excess mortar flush with top of mold; cover casting with plastic sheeting for approximately twenty-four hours.
6. After initial twenty-four hour cure, uncover mold and pour clean potable water into casting until point of rejection, then recover with plastic; remove casting from mold after an additional twenty-four hours, keeping casting damp for several additional days to further increase final strength of casting.

M. Hardstone Patching Mortar:

1. Remove dust, dirt, grease, laitance and other coatings or foreign substance which might prevent proper adhesion of mortar.
2. Remove loose or deteriorated masonry from the patch area, plus an additional 1/4 inch (6 mm) of what appears to be sound material, to a minimum depth of 1/2 inch (13 mm) using manual or pneumatic cutting techniques; square-cut edges of void created, maintaining 90-degree angles.
3. Where indicated, use threaded stainless steel dowels, or other acceptable anchors, to anchor patches.
4. Complete surface preparation by washing surface with clean water, using natural-bristle brush.
5. Wet substrate immediately before applying mortar by flushing with clean water.
6. Apply mortar to wet surface, with no pooling water; if surface is allowed to dry out before mortar is applied, repeat wetting.
7. Build out mortar material out further than surface of original substrate; after mortar achieves initial set, scrape away excess mortar until desired profile is attained.
8. Do not trowel or float surface excessively to achieve finish; this can alter texture, porosity, or color of mortar material.
9. Keep patches moist by water-misting several times a day for seventy-two hour period.
10. Where access to patches is not possible, cover patches temporarily with plastic sheeting; application of plastic sheeting does not alter requirements for normal curing techniques.

3.04 CLEANING

- A. Clean up overflow and excess mortar as construction activities progress; do not allow mortars to accumulate and dry on substrates.



3.05 PROTECTION OF INSTALLED PRODUCTS

- A. Protect installed products of this section from extreme heat, freezing, high winds, direct sunlight, or rain until materials are completely cured in accordance with manufacturer's instructions.
- B. Protect installed products of this section from damage by subsequent construction activities until Substantial Completion.
- C. Repair damage in accordance with manufacturer's recommendations; replace units which cannot be repaired to Architect's acceptance.

3.06 SCHEDULES

- A. Stone Patching Mortars:
 - 1. Type 1: Patch existing precast concrete retaining wall.
 - 2. Type 2: Patch existing limestone surfaces at Coach House; match color of Architect-approved samples.

END OF SECTION



STEEL RELIEVING ANGLES

PART 1 - GENERAL

1.01 SUMMARY

- A. Work Included: This section includes the following:
 - 1. Bolted steel relieving angle restoration
 - 2. Install new bolts where missing in existing relieving angles

1.02 REFERENCES

- A. American Society of Testing and Materials (ASTM) standards, latest editions.
- B. "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings" 9th edition, including supplements. (RS 10-5a of NYC Building Code) - American Institute of Steel Constructors (AISC).
- C. American Welding Society (AWS)
- D. "Code of Standard Practice for Steel Buildings and Bridges" - AISC.
- E. Steel Structures Painting Council (SSPC)

1.02 SUBMITTALS

- A. Shop Drawings: Submitted steel shop drawings should include plans, bolted and welded Work, and details. All Drawings shall be prepared under supervision of and bear the seal and signature of a Licensed Professional Engineer of the State of New York.
- B. Shop drawings will be checked for size of material and strength of connection by the Engineer of Record, which shall not render the Engineer responsible for any errors in construction dimensions, etc., which shall have been made in preparation of shop drawings. The Contractor shall assume full responsibility for the correctness of dimensions and fit.
- C. Show clearly all Work, including relationship of structural steel to the adjacent Work of other trades and to significant lines of other trades. Shop drawings shall comply with the contract documents.
- D. Do not fabricate or deliver Work to the site before drawings reviewed by the Architect have been returned approved.
- E. Prepare shop drawings in conformance with the best standards of the construction industry, and not less complete than indicated by the applicable procedures shown in "Structural Steel Detailing" by AISC. Each shop drawing shall bear the signature of the engineer in charge of structural steelwork for the steel subcontractor.
- F. The contractor shall submit shop drawings for shoring and other methods of temporary support. Shop drawings must be prepared under the supervision of a Professional Engineer licensed by New York State and shall bear the seal and signature of the engineer.
- G. Indicate the size and grade of steel for each component. Identify rolled shapes, plates, and tubes by using the standard designations in the current edition of "Manual of Steel Construction".
- H. Indicate the welds and nondestructive testing using the symbols conforming to AWS A2.4 "Symbols for Welding and Nondestructive Testing".
- I. Show the type of connection used in each location, the grade, size, and number of bolts; type number, position, designation and orientation of each washer; and the size of each hole. Ensure that adequate wrench clearance for bolt tightening is provided.



- J. Prepare original shop drawings; do not use Architect's drawings as a base for reproduction.
- K. Direct the Architect's attention to any proposed deviations from the contract documents, prior to the submission of shop drawings.
- L. Make all necessary field measurements prior to production of shop drawings.
- M. Reports
 - 1. Submit certified copies of mill test reports for all steel
 - 2. Submit qualification certificates of all welders.
 - 3. Submit survey of erected steelwork.
- N. Product Data: Prior to fabrication submit manufacturer's specifications and application instructions for all metal cleaning and paint products used.

1.03 QUALITY ASSURANCE

- A. Fabricator: Company specializing in the fabrication of steel products to be used in this Contract shall have a minimum of five years experience.
- B. Installer: Company specializing in performing the Work of this Section shall have a minimum of three years experience and have done at least three projects with similar quantity of material.
- C. Regulatory Requirements: Work of this Section shall conform to all requirements of the New York City Building Code and all applicable regulations of governmental authorities having jurisdiction. Conform to the industry standards of the "Structural Welding Code" by the AWS.
- D. Code Compliance: All paint and coating products shall comply with V.O.C./V.O.S. requirements of authorities having jurisdiction.
- E. Qualifications for Welding
 - 1. Qualify welding procedures and operators in accordance with the NYC building code and the AWS "Standard Qualification Procedure".
 - 2. Submit certification that all welders are licensed by the NYC Commissioner of Buildings and are AWS qualified. If re-certification is required, re-testing will be the responsibility of the structural steel subcontractor.

1.05 PRODUCT HANDLING

- A. Materials delivered to site shall be protected from deterioration and damage by moisture, temperature change, contamination, corrosion and other causes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Paint: see section 09900 herein

2.02 MATERIALS

- A. Metal Restoration Materials

- 1. Paint: Product shall have BSA or MEA approval for use on structural steel. Red oxide paint is not acceptable. Provide "No. 10-99" modified alkyd rust-inhibitive paint containing no lead by Tnemec Co.
- 2. Paint removers, thinners, sodium bisulfate and ammonium sulfate.
- 3. Hand held and power scrapers for removing loose mill scale and rust.
- 4. Chemical strippers.



3.01 INSTALLATION OF REPLACEMENT RELIEVING ANGLES

- A. Notify Architect of deteriorated relieving angle sections. Upon Architect's direction carefully remove entire damaged section by torching, remaining portion shall be free of rust and possess enough sectional area to perform adequately.
- C. Bolts, brackets, sleeves and other items embedded in concrete shall be galvanized.

3.02 METAL CLEANING

- A. Protection: Cover and mask adjoining masonry and window surfaces prior to cleaning. Do not allow solvents and chemical cleaning materials to contact or damage adjacent construction.
 - 1. Promptly repair damages or replace damaged materials, at no cost to Owner.
- B. Solvent clean to remove oil, grease, and salts as specified in SSPC (Steel Structures Painting Council) - SP1.
- C. Remove small areas of stratified rust by hand tool cleaning and larger areas of loose mill scale and rust by power tool cleaning, as specified in SSPC-SP 2 and SSPC-SP3.
- D. Wire brush at abrasions, sand rough surfaces smooth, and prime, leaving metal smooth, clean, and ready to receive finish coats. Notify Architect of any metal encountered that can not be restored and requires replacement.

3.03 PAINT APPLICATION (REFER TO SECTION 09900 HEREIN)

- A. Apply paint by brush or roller in accordance with paint manufacturer's directions. Use brushes suited for the type of material being applied, or rollers of carpet, velvet black, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required.
- B. Evenly spread materials to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple, for complete coverage and hide on flat surfaces as well as edges, corners, crevices, welds, and exposed fasteners.
- C. Tint each undercoat a lighter shade where multiple coats are applied. All coats shall be dry to manufacturer's recommendations before applying succeeding coats.
- D. When color, stain, dirt or undercoats show through final coat of paint, cover the surface with additional coats until the paint film is of uniform finish, color, appearance and coverage.
- E. Paint Thickness: Follow the specified minimum dry film (MDF) thickness requirements in the application of 2 coat and 3 coat Work; the MDF for each coat shall not be less than 1.5 mils., or as recommended in paint manufacturer's printed specifications.

3.03 ADJUST AND CLEAN

- A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. For Galvanized Surfaces: Clean field welds, bolted connections and abraded areas and apply zinc-rich galvanized repair paint to comply with ASTM A 780.

END OF SECTION



SELF-ADHERED SHEET MEMBRANE WATERPROOFING

A. PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this section.

1.02 SUMMARY

- A. The work of this section includes, but is not limited to, the following:
 - 1. Materials and installation methods for fluid applied air and vapor barrier membrane system located in the non-accessible part of the wall.
 - 2. Materials and installation methods to bridge and seal air leakage pathways in roof and foundation junctions, window and door openings, control and expansion joints, masonry ties, piping and other penetrations through the wall assembly.
- B. Related Sections: Other specification sections that directly relate to the works of this section include, but are not limited to, the following:
 - 1. Section 03300 – Cast-In-Place Concrete
 - 2. Section 04200 – Unit Masonry
 - 3. Section 07140 – Below Grade Waterproofing
 - 4. Section 07110 – Below Grade Dampproofing
 - 5. Section 07200 – Roof Membrane [and Vapor Retarder]
 - 6. Section 07600 – Flashing and Sheet Metal
 - 7. Section 07900 – Joint Sealers
 - 9. Section [-----] – Other

1.03 PERFORMANCE REQUIREMENTS

- A. Provide an air and vapor barrier system to perform as a continuous barrier to air infiltration/exfiltration and water vapor transmission and to act as a liquid water drainage plane flashed to discharge any incidental condensation or water penetration.
 - 1. It must be continuous, with all joints made airtight.
 - 2. It shall have an air permeability not to exceed 0.004 cfm/ft² under a pressure differential of 0.3 in. water. (1.57 psf.) (equal to 0.02L/s/m² @ 75 Pa.).
 - 3. It shall be capable of withstanding positive and negative combined design wind, fan and stack pressures on the envelope without damage or displacement, and shall transfer the load to the structure. It shall not displace adjacent materials under full load.
 - 4. It shall be durable or maintainable.
 - 5. The air barrier shall be joined in an airtight and flexible manner to the air barrier material of adjacent systems, allowing for the relative movement of systems due to thermal and moisture variations and creep. Connection shall be made between:
 - a. Foundation and walls.
 - b. Walls and windows or doors.
 - c. Different wall systems.
 - d. Wall and roof.



- e. Wall and roof over unconditioned space.
- f. Walls, floor and roof across construction, control and expansion joints.
- g. Walls, floors and roof to utility, pipe and duct penetrations.

All penetrations of the air barrier and paths of air infiltration/exfiltration shall be made airtight.

1.04 REFERENCES

- A. The following standards and publications are applicable to the extent referenced in the text. The most recent version of these standards is implied unless otherwise stated.
- B. American Society for Testing and Materials (ASTM)
 - 1. E96 Test Methods for Water Vapor Transmission of Materials
 - 2. D570 Test Method for Water Absorption of Plastics
 - 3. E154 Test Method for Water Vapor Retarders used in contact with Earth Under Concrete Slabs, on Walls or as Ground Cover
 - 4. D1004 Test Method for Initial Tear Resistance of Plastic Film and Sheeting
 - 5. D1938 Test Method for Tear Propagation Resistance of Plastic Film and Thin Sheeting by a Single-Tear Method
 - 6. D1876 Test Method for Peel Resistance of Adhesives
 - 7. D1970 Standard Specifications for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
 - 8. D412 Test Methods for Vulcanized Rubber & Thermoplastic Rubbers and Thermoplastic Elastomers – Tension
 - 9. E2178 Standard Test Method for Air Permeance of Building Materials
 - 10. E2357 Standard Test Method for Determining Air Leakage of Air Barrier Assemblies

1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, installation instructions, use limitations and substrate preparation recommendations.
- B. Shop drawings showing locations and extent of air and vapor barrier system including details for terminations flashings, penetrations, window and door openings and treatment of substrate joints and cracks.
- C. Written documentation demonstrating installers qualifications under the "Quality Assurance" article including reference projects of a similar scope.
- D. Samples: Submit representative samples of the following for approval:
 - 1. Self-Adhered Air Barrier Membrane
 - 2. Self-Adhered Transition Membrane
 - 3. Self-Adhered Through Wall Flashing
- E. Warranty: Submit a sample warranty identifying the terms and conditions stated in Section 1.09.



1.06 QUALITY ASSURANCE

- B. Manufacturer: Air and vapor barrier systems shall be manufactured and marketed by a firm with a minimum of 20 years experience in the production and sales of waterproofing and air barrier products. Manufacturers proposed for use, but not named in these specifications shall submit evidence of ability to meet all requirements specified, and include a list of projects of similar design and complexity completed within the past five years.
- C. Installer: The installer shall demonstrate qualifications to perform the work of this Section by submitting the following:
 - 1. List of at least three (3) projects contracted within the past five (5) years of similar scope and complexity to this project carried out by the firm and site supervisor.
 - 2. Installer must show evidence of adequate equipment and trained field personnel to successfully complete the project in a timely manner.
- D. Materials: Self-adhered air and vapor barrier material shall be 40 mil (.004 in) comprising 36 mil (.0036 in.) rubberized asphalt integrally bonded to 4 mil (.0004 in.) cross-laminated polyethylene film. For each type of material required for the work of this section, provide primary materials that are the products of one manufacturer.
- E. Pre-Installation Conference: A pre-installation conference shall be held prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Agenda for meeting shall include but not be limited to the following:
 - 1. Review of submittals.
 - 2. Review of surface preparation, minimum curing period and installation procedures.
 - 3. Review of special details and flashings.
 - 4. Sequence of construction, responsibilities and schedule for subsequent operations.
 - 5. Review of mock-up requirements.
 - 6. Review of inspection, testing, protection and repair procedures.
- F. Mock-up:
 - 1. Prior to installation of the air and vapor barrier system a field-constructed mock-up shall be provided under the provisions of Section [01340 – Shop Drawings, Product Data, Samples and Mock-ups] to verify details and tie-ins and to demonstrate the required quality of materials and installation.
 - 2. Construct a typical exterior wall section, 8 feet long and 8 feet wide, incorporating back-up wall, cladding, window and doorframe and sill, insulation, flashing and any other critical junction (roof, foundation, etc).
 - 3. Allow 24 hours for inspection and testing of mock-up before proceeding with air and vapor barrier work.
 - 4. Mock-up may remain as part of the work.
- G. Inspection and Testing: Cooperate and coordinate with the Owner's inspection and testing agency. Do not cover any installed air and vapor barrier membrane until it has been inspected, tested and approved.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in labeled packages. Store and handle in strict compliance with manufacturer's instructions, recommendations and material safety data sheets. Protect from damage from sunlight, weather, excessive temperatures and construction operations. Remove damaged material from the site and dispose of in accordance with applicable regulations.



- B. Do not double-stack pallets of fluid applied membrane components on the job site. Provide cover on top and all sides, allowing for adequate ventilation.
- C. Protect fluid-applied membrane components from freezing and extreme heat.
- D. Sequence deliveries to avoid delays, but minimize on-site storage.

1.08 PROJECT CONDITIONS

- A. Perform work only when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials used. Proceed with installation only when the substrate construction and preparation work is complete and in condition to receive the air and vapor barrier membrane.

1.09 WARRANTY

- A. Submit manufacturer's warranty that air and vapor barrier and accessories are free of defects at time of delivery and are manufactured to meet manufacturer's published physical properties and material specifications.

PART 2 - PRODUCTS

2.01 GENERAL

For each type of material required for the work of this section, provide primary materials that are the products of one manufacturer.

2.02 SELF-ADHERED AIR BARRIER MEMBRANE

- A. Description: Min. 1 mm (.040 in) thick membrane comprised of 0.9 mm (0.036 in) of self-adhesive rubberized asphalt integrally bonded to 0.1 mm (.004 in) of cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed.
- B. Performance Requirements:

Property	Test Method	Typical Value
Thickness	ASTM D 3767 Method A	1.0 mm (0.040 in.) nominal
Air Permeance at 75Pa (0.3 in. water) Differential Pressure	ASTM E 2178	<0.001 L/(s.m ²) (<0.0002 cfm/ft ²)
Assembly Air Permeance at 75Pa (0.3 in. water) Differential Pressure	ASTM E 2357	<0.004 L/s*m ² (<0.0008 cfm/ft ²)
Water Vapor Permeance	ASTM E 96, Method B	Less than 2.9 ng/Pa.s.m ² (0.05 Perms)
Water Absorption: -	ASTM D 570	Max. 0.1% by weight
Puncture Resistance	ASTM E 154	178 N (40 lbs.)
Tear Resistance	Initiation - ASTM D 1004 Propagation - ASTM D1938	Min. 58 N (7.0 lbs.) M.D. Min. 40 N (4.0 lbs.) M.D.
Lap Adhesion at -4°C (25°F)	ASTM D 1876	880 N/m (5.0 lbs./in.) of width



Low Temperature Flexibility	ASTM D 1970	Unaffected to -43°C (-45°F)
Tensile Strength	ASTM D 412, Die C Modified	Min. 2.7 MPa (400 psi)
Elongation, Ultimate Failure of Rubberized Asphalt	ASTM D 412 - Die C	Min. 200%

C. Materials:

Perm-A-Barrier® Wall Membrane from GCP Applied Technologies.

2.03 TRANSITION MEMBRANE

A. Description: Min. 1 mm (.040 in) thick membrane comprised of 0.9 mm (0.036 in) of self-adhesive rubberized asphalt integrally bonded to 0.1 mm (.004 in) of cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed.

B. Performance Requirements:

1. Water Vapor Transmission: ASTM E 96, Method B: 2.9 ng/m²sPa (0.05 perms) max.
2. Air Permeance at 75Pa (0.3 in. water) pressure difference: 0.0006 L/(s.m²) (0.00012 cfm/ft²) max.
3. Puncture Resistance: ASTM E 154: 178 N (40 lbs.) min.
4. Lap Adhesion at -4°C (25°F), ASTM D 1876: 880 N/m (5.0 lbs./in.) of width min.
5. Low Temperature Flexibility, ASTM D 1970: Unaffected to -43°C (-45°F).
6. Tensile Strength, ASTM D 412, Die C Modified: min. 2.7 MPa (400 psi)
7. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D 412 Die C: min. 200%

C. Materials:

Perm-A-Barrier Detail Membrane manufactured by Grace Construction Products.

2.04 FLEXIBLE MEMBRANE WALL FLASHING

A. Description: Min. 1 mm (.040 in) thick membrane comprised of 0.8 mm (0.032 in) of self-adhesive rubberized asphalt integrally bonded to 0.2 mm (.008 in) of cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed.

B. Performance Requirements:

1. Water Vapor Transmission, ASTM E 96, Method B: 2.9 ng/m²sPa (0.05 perms) max.
2. Water Absorption, ASTM D 570: max. 0.1% by weight
3. Puncture Resistance, ASTM E 154: 356 N (80 lbs.) min.
4. Tear Resistance
 - a. Initiation ASTM D 1004: min. 58 N (13.0 lbs.) M.D.
 - b. Propagation ASTM D 1938: min. 40 N (9.0 lbs.) M.D.
5. Lap Adhesion at -4°C (25°F), ASTM D 1876: 880 N/m (5.0 lbs./in.) of width



6. Low Temperature Flexibility, ASTM D 1970: Unaffected to -43°C (-45°F)
 7. Tensile Strength, ASTM D 412, Die C Modified: min. 5.5 MPa (800 psi)
 8. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D412, Die C: min. 200%
- C. Materials:
Perm-A-Barrier Wall Flashing manufactured by Grace Construction Products.

2.05 AIR & VAPOR BARRIER ACCESSORIES

- A. Primer: Water-based primer which imparts an aggressive, high tack finish on the treated substrate
1. Flash Point: No flash to boiling point
 2. Solvent Type: Water
 3. VOC Content: Not to exceed 10 g/l
 4. Application Temperature: -4°C (25°F) and above
 5. Freezing point (as packaged): -7°C (21°F)
- Product: Perm-A-Barrier WB Primer manufactured by Grace Construction Products.
- B. Sealant: Two-part, elastomeric, trowel grade material designed for use with self-adhered membranes and tapes. 10 g/l max. VOC Content.
- Product: Bituthene® Liquid Membrane manufactured by Grace Construction Products.
- C. Optional Primers:
1. Description: High tack water based primer. 10 g/l max. VOC content.
Product: Perm-A-Barrier Liquid Part B manufactured by Grace Construction Products.
 2. Description: High tack low VOC solvent based primer. <200 g/l max. VOC content.
Product: Bituthene Primer B2 LVC manufactured by Grace Construction Products.
 3. Description: High tack solvent based primer. 440 g/l max. VOC content.
Product: Bituthene Primer B2 manufactured by Grace Construction Products.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. The installer shall examine conditions of substrates and other conditions under which this work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Refer to manufacturer's literature for requirements for preparation of substrates. Surfaces shall be sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Use repair materials and methods that are acceptable to manufacturer of the fluid-applied waterproofing.
- B. Exterior sheathing panels: Ensure that the boards are sufficiently stabilized with corners and edges fastened with appropriate screws in accordance with exterior sheathing manufactures written instructions.



- C. Masonry Substrates: Apply air and vapor barrier over concrete block and brick with smooth and flush mortar joints. Fill all voids and holes, particularly in the mortar joints, with a lean mortar mix, non-shrinking grout or parge coat.
- D. Related Materials: Treat construction joints and install flashing as recommended by air barrier manufacturer.

3.03 INSTALLATION

- A. Refer to manufacturer's literature for recommendations on installation
- B. Apply air barrier membrane to achieve a continuous air barrier according to air barrier manufacturer's written instructions.
- C. Application of Self-Adhered Air Barrier Membrane
 1. Install air & vapor barrier to dry surfaces at air and surface temperatures of -4°C (25°F) and above in accordance with manufacturer's recommendations, at locations indicated on Construction Documents.
 2. Prime substrate to receive air barrier membrane as required per manufacturers written instructions.
 3. Precut pieces of air & vapor barrier into easily handled lengths.
 4. Remove silicone-coated release paper and position membrane carefully before placing length horizontally against the surface.
 5. Begin installation at the base of the wall placing top edge of membrane immediately below any masonry reinforcement or ties protruding from substrate.
 6. When properly positioned, place against surface by pressing firmly into place. Roll membrane with extension-handled countertop roller immediately after placement.
 7. Overlap horizontally adjacent pieces 50 mm (2 in.) and roll seams.
 8. Subsequent sheets of membrane applied above shall be positioned immediately below masonry reinforcement or ties. Bottom edge shall be slit to fit around reinforcing wires or ties, and membrane shall overlap the membrane sheet below by 50 mm (2 in.). Roll firmly into place.
 9. Seal around masonry reinforcing or ties and all penetrations with termination mastic.
 10. Continue the membrane into all openings in the wall, such as doors, windows, etc., and terminate at points that will prevent visibility from interior.
 11. Coordinate the installation of air & vapor barrier with roof installer to ensure continuity of membrane with rooftop air & vapor membrane.
 12. At end of each working day seal top edge of air & vapor barrier to substrate with termination mastic.
 13. Do not allow the rubberized asphalt surface of the air & vapor barrier membrane to come in contact with polysulfide sealants, creosote, uncured coal tar products or EPDM.
 14. Do not expose air & vapor barrier membrane to sunlight for more than thirty days prior to enclosure.
 15. Inspect installation prior to enclosing and repair punctures, damaged areas and inadequately lapped seams with a patch of the membrane sized to extend 150 mm (6 in.) in all directions from the perimeter of the affected area.
- D. Application of Transition Membrane
 1. Prime substrate to receive transition membrane as required per manufacturers written instructions.



2. Apply transition membrane with a minimum overlap of 75mm (3 in.) onto each surface at all beams, columns and joints as indicated in detail drawings.
3. Tie in to window and door frames, spandrel panels, roof and floor intersections and changes in substrate.
4. Use pre-cut, easily handled lengths for each location.
5. Remove silicone-coated release paper and position membrane flashing carefully before placing it against the surface.
6. When properly positioned, place against surface by pressing firmly into place by hand roller.
7. Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.
8. Seal top edge of flashing with termination mastic.
9. When transition flashing is pre-installed prior to application of Fluid Applied Membrane, apply transition flashing as above. Spray or trowel a continuous uniform film of Fluid Membrane at min. 60 mils (1.5 mm or .060 in.) dry film thickness using multiple, overlapping passes, with a minimum overlap of 75 mm (3 in.) onto transition flashing. For sill condition, spray or trowel Fluid Membrane onto pre-installed sill flashing and onto horizontal section of sill.

E. Application of Flexible Membrane Wall Flashing

1. Prime substrate to receive wall flashing as required per manufacturers written instructions.
2. Precut pieces of flashing to easily handled lengths for each location.
3. Remove silicone-coated release paper and position flashing carefully before placing it against the surface.
4. When properly positioned, place against surface by pressing firmly into place by hand roller. Fully adhere flashing to substrate to prevent water from migrating under flashing.
5. Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.
6. Trim bottom edge 13 mm (1/2 in.) back from exposed face of the wall. Flashing shall not be permanently exposed to sunlight.
7. At heads, sills and all flashing terminations, turn up ends a minimum of 50 mm (2 in.) and make careful folds to form an end dam, with the seams sealed.
8. Seal top edge of flashing with termination mastic.
9. Do not allow the rubberized asphalt surface of the flashing membrane to come in contact with poly-sulfide sealants, creosote, uncured coal tar products or EPDM.

3.06 PROTECTION AND CLEANING

- A. Remove any masking materials after installation. Clean any stains on materials that would be exposed in the completed work using procedures as recommended by manufacturer.
- B. Perm-A-Barrier Wall Membrane is not suitable for permanent exposure and should be protected from the effects of sunlight.
- C. Schedule work to ensure that the Perm-A-Barrier Wall Membrane system is covered as soon as possible after installation. Protect Perm-A-Barrier Wall Membrane system from damage during subsequent operations. If the Perm-A-Barrier Wall Membrane system cannot be covered within 30 days after installation, apply temporary UV protection such as dark plastic sheet or tarpaulins.

WESTON INTERMEDIATE SCHOOL
95 SCHOOL ROAD
WESTON, CT 06883
SILL REPAIR

SELF-ADHERED SHEET MEMBRANE
WATERPROOFING
07 27 13 - 9



END OF SECTION



JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Provisions of general, supplementary conditions, and Division 1 apply to all work in this Section.
- B. Furnish labor, materials, equipment, and supervision to install all sealant and caulk as specified or shown in drawings.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C920: Elastomeric Joint Sealants.
 - 2. ASTM C1253: Standard Test Method for Non-Gassing Backer Rod.
 - 3. ASTM D1056: Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 4. ASTM D1565: Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- B. Federal Specifications
 - 1. TT-S-00230C(COM-NBS) Interim Federal Specification for Sealing Compound: Elastomeric Type, Single Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures).
 - 2. TT-S-00227E (COM-NBS) Interim Federal Specification for Sealing Compound: Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures)
- C. Canadian Specifications
 - 1. CAN/CGSB2-19.13M82
 - 2. CAN/CGSB2-19.24M80
- D. American National Standards Institute/Underwriters Laboratories, Inc.® (ANSI/UL)
 - 1. ANSI/UL263 - Fire Resistant Ratings
- E. U.S. Department of Agriculture (USDA)

1.03 RELATED SECTIONS (NA)

1.04 SUBMITTALS

- A. Comply with Bidding Requirements Section 00600 Bonds and Certificates, and 00650 Certificates of Insurance.
- B. Manufacturer's Technical Data Guides, and application instructions.
- C. Submit laboratory tests or data that validate product compliance with compliance criteria specified.

1.05 QUALITY ASSURANCE

- A. Manufacturer qualifications: Company regularly engaged in manufacturing and marketing of products specified in this section.
- B. Contractor qualifications: Qualified to perform work specified by reason of experience or training provided by product manufacturer.



C. Mockup: Provide mockup to include sealant joints in conjunction with windows, walls, and curtain walls.

1. Construct mockup with specified sealant types and with other components noted.
2. Locate where directed by Architect.
3. Mockup may remain as part of Work if acceptable to Architect.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store product in location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.
- D. Handle all products with appropriate precautions and care as stated on Material Safety Data Sheet.

1.07 PROJECT CONDITIONS

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper drying and curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Ensure substrate is dry.
- C. Protect all adjacent work from contamination due to mixing, handling, and application of sealants.

1.08 WARRANTY

- A. Provide manufacturer's standard five-year material warranty.
- B. Warranty: include coverage for replacement of sealant materials that fail to achieve water tight seal, exhibit loss of adhesion or cohesion, or do not cure.
- C. Warranty exclusions: warranty does not apply where failure results from structural cracks or defects, faulty construction, faulty design, faulty materials (other than sealant), misuse of structure, settlement, or accident, fire or other casualty or physical damage.



PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. For purpose of defining quality of materials in this Section, BASF Construction Chemicals conforms to requirements of this specification. Sales Manager: Louis Gonzales, (m) 917 796 9664
- B. Substitutions
 - 1. Alternates to acceptable manufacturer will be considered only on basis of written requests. Include substantiation of product compliance as listed in section 2.02 below.
- C. Acceptable Manufacturers:
 - 1. BASF

2.02 COMPLIANCE

- A. BASF SONOLASTIC® NP 1: ASTM C920, Type S, Grade NS, Class 25; Federal Specification TT-S-00230C, Type II, Class A; Canadian Specification CAN/CGSB29.13-M87, Classifications C-2-40-A-N and MCG-2-25-N, CGSB Qualification No. 81026; ANSI/UL263 4 hour fire rating, Design Nos. J900Z014, and U900Z037; USDA Compliant.
- B. BASF SONOLASTIC® ULTRA: ASTM C920, Type S, Grade NS, Class 25; Federal Specification TT-S-00230C, Type II, Class A; Canadian Specification CAN/CGSB29.13-M87, Classifications C-2-40-A-N and MCG-2-25-N; USDA Compliant.
- C. BASF SONOLASTIC® NP 2: ASTM C920, Type M, Grade NS, Class 25; Federal Specification TT-S-00227E, Type II, Class A; Canadian Specification CAN/CGSB2-19.24-M80, Classifications MC-2-A, CGSB Qualification No. 81029; ANSI/UL263 4 hour fire rating, Design Nos. J900Z014, U900Z037, J900U, and U900Z; USDA Compliant.
- D. BASF SONOLASTIC® SL 1: ASTM C920, Type S, Grade P, Class 25; Federal Specification TT-S-00230C, Type I, Class A; Canadian Specification CAN/CGSB29.13-M87, Classifications C-1-40-B-N and C-1-25-N, CGSB Qualification No. 81028; USDA Compliant.
- E. BASF SONOLASTIC® SL 2: ASTM C920, Type M, Grade P, Class 25; Federal Specification TT-S-00227E, Type I, Class A; Canadian Specification CAN/CGSB2-19.24-M80, Classification C-1-B, CGSB Qualification No. 81031; USDA Compliant.

2.03 MATERIALS

- A. NP 1: Single component, non-sag polyurethane with plus or minus 25 percent movement capability for vertical joints.
- B. ULTRA: Single component, non-sag aliphatic polyurethane with plus or minus 25 percent movement capability for vertical and horizontal joints where ultra violet and chemical resistance is required.
- C. NP 2: Two component, non-sag polyurethane with plus or minus 25 percent movement capability for vertical joints.
- D. SL 1: Single component, self-leveling polyurethane with plus or minus 25 percent movement capability for horizontal joints.
- E. SL 2: Two component, self-leveling polyurethane with plus or minus 25 percent movement capability for horizontal joints.
- F. PRIMER 766: Solvent based, low VOC primer for concrete, masonry, aluminum, coated aluminum, glass, and natural stone.



2.04 ACCESSORIES

- A. REDUCER 990: non-corrosive, non-staining joint cleaner.
- B. SONNEBORN/BASF SOFT BACKER-ROD:
 - 1. Provide non-gassing, reticulated closed-cell polyethylene rod designed for use with cold applied joint sealants for vertical applications passing ASTM C1253-93.
 - 2. Provide backer rod of size required for joint design.
- C. SONNEBORN/BASF CLOSED-CELL BACKER-ROD:
 - 1. Provide closed-cell polyethylene rod designed for use with cold applied joint sealants for on grade or below grade applications.
 - 2. Provide backer rod of size required for joint design.
- D. ULTRA-BLOCK®, Joint packing material from Backer Rod Manufacturing and Supply Company, 303-295-2170.
- E. SONNEBORN/BASF EXPANSION-JOINT FILLER:
 - 1. Provide closed-cell polyethylene joint filler designed for use with cold applied joint sealants.
 - 2. Provide joint filler of size required for joint design.
- F. Bond breaker: pressure sensitive tape recommended by sealant manufacturer to suit application.

2.05 COLOR

- A. Color of sealants will be selected by Architect from manufacturer's standard color range.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Inspect all areas involved in work to establish extent of work, access and need for protection of surrounding construction, windows and shrubbery.
- B. Protect all surroundings from primers and elastomeric sealant to include, but not be limited to, windows, roofs, walkways, drives, and landscaping.

3.02 SITE VERIFICATIONS OF CONDITIONS

- A. Conduct pre-application inspection of site verification with an authorized BASF Representative.

3.03 PREPARATION

- A. Remove loose materials and foreign matter which impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Where the possibility of primer or sealant staining of adjacent areas or materials exists, mask joints prior to application. Do not remove masking tape before joints have been tooled and initial cure of sealant has taken place. Work stained due to failure of proper masking precautions will not be accepted.

3.04 APPLICATION

- A. Back-up Material
 - 1. Install appropriate size backer rod of size larger than joint according to manufacturer's recommendations.



- B. Bond breaker: Install bond-breaker strip in joint to be sealed on top of back-up material to prevent adhesion of sealant to back-up material per manufacturer's recommendations.
 - C. Sealant Application:
 - 1. Mix multi-component sealants thoroughly following manufacturer's recommended procedures.
 - 2. Mix only as much material as can be applied within manufacturer's recommended application time-period.
 - 3. Apply materials in accordance with manufacturer's recommendations; install beads of proper width and depth; tool as recommended by manufacturer; immediately remove surplus sealant.
 - 4. Apply materials only within manufacturer's specified application life period. Discard sealant after application life is expired or if prescribed application period has elapsed.
- 3.05 CLEANING
- A. Remove uncured sealant with Reducer 990, xylene, toluene or MEK. Remove cured sealant by razor, scrapping, or mechanically.
 - B. Remove all debris related to application of sealants from job site in accordance with all applicable regulations for hazardous waste disposal.

END OF SECTION



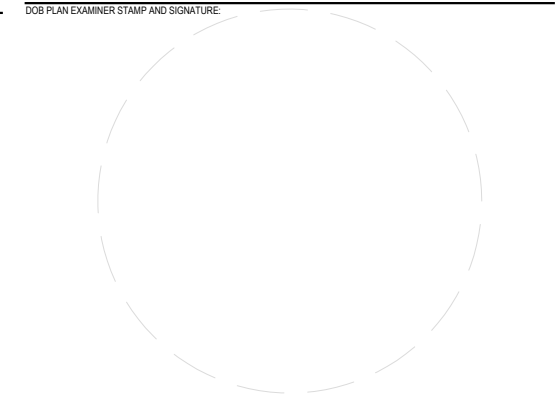
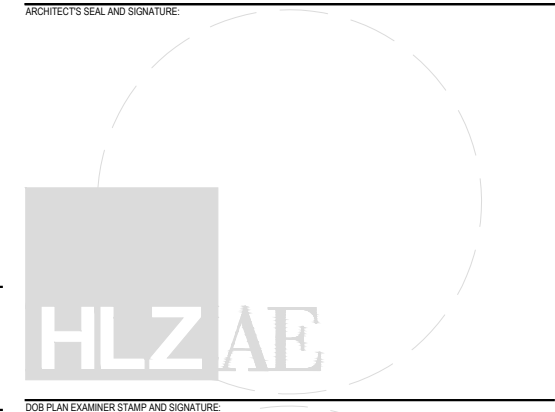
SILL REPAIRS

SILL REPAIRS
PROJECT ADDRESS:
WESTON INTERMEDIATE SCHOOL
WESTON, CT 06883
OWNER INFORMATION:

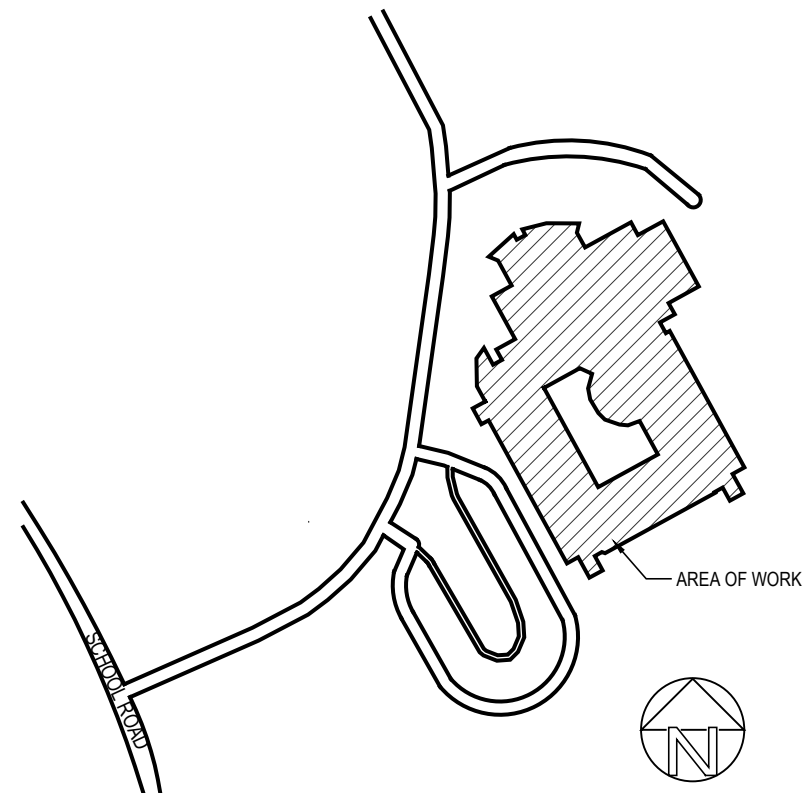
TOWN OF WESTON
WESTON, CT 06883

WESTON INTERMEDIATE SCHOOL WESTON, CT 06883

SCOPE OF WORK / PROJECT DESCRIPTION SILL REPAIRS AT LOCATIONS AS PER DRAWINGS



PLOT PLAN



D.O.B. INFORMATION

PROJECT ADDRESS:

WESTON INTERMEDIATE SCHOOL

WESTON, CT 06883

OWNER:

TOWN OF WESTON

WESTON, CT 06883

DRAWING LIST

PG#	SHEET#	SHEET TITLE
1	G-001.00	COVER PAGE
2	G-002.00	GENERAL NOTES
3	G-003.00	GENERAL NOTES
4	A-101.00	OVERALL FIRST FLOOR PLAN
5	A-701.00	DETAILS

NO.	DATE	REVISION DESCRIPTION

COVER PAGE

DATE: **APRIL 2021**
HLZA JOB NUMBER:
20-0718
DRAWN BY: **PW** CHECKED BY: **JN**
PAGE:

G-001.00

GENERAL NOTES

1 ALL WORK PERFORMED BY THE CONTRACTOR SHALL CONFORM TO THE CONNECTICUT STATE BUILDING CODE AND THE RULES AND REGULATIONS OF ALL STATE AND TOWN GOVERNMENTAL AGENCIES WITH JURISDICTION. ANY WORK NOT CONFORMING TO APPLICABLE CODES, RULES AND REGULATIONS SHALL BE CURED AT THE EXPENSE OF THE CONTRACTOR. WORK IS TO COMPLY WITH CODES AS FOLLOWS:

- 2018 CONNECTICUT STATE BUILDING CODE (CSBC);
- 2015 INTERNATIONAL BUILDING CODE (ICC)
- 2015 INTERNATIONAL EXISTING BUILDING CODE (ICC)
- 2015 INTERNATIONAL PLUMBING CODE (ICC)
- 2015 INTERNATIONAL MECHANICAL CODE (ICC)
- 2015 INTERNATIONAL RESIDENTIAL CODE (ICC)
- 2017 NATIONAL ELECTRICAL CODE (NFPA 70) (NEC)
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE (ICC)
- 2009 ICC/ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES & CSBC CHAPTER 11

-
- 2018 CONNECTICUT STATE FIRE SAFETY CODE (CSFSC)
- 2015 INTERNATIONAL FIRE CODE (ICC)
- 2015 NFPA 101 LIFE SAFETY CODE
-

- 2018 CONNECTICUT STATE FIRE PREVENTION CODE (CSFPC)

2 CONTRACTOR SHALL; SECURE ALL REQUIRED PERMITS AND BE RESPONSIBLE FOR ALL FEES, DISPLAY PERMITS AT THE PROJECT SITE AS REQUIRED, AND ENSURE THE PERFORMANCE OF ALL REQUIRED "INSPECTION AND TESTS" IN ACCORDANCE WITH THE CONNECTICUT STATE BUILDING CODE.

3 ALL ITEMS MENTIONED OR IMPLIED AND/OR UNDERSTOOD AS NECESSARY TO COMPLETE THE WORK OF EACH CONTRACTOR SHALL BE PROVIDED BY THE CONTRACTOR.

4 THE ARCHITECT RESERVES THE RIGHT OF INTERPRETATION OF THESE CONTRACT DOCUMENTS.

5 CONTRACTOR, AND SUBCONTRACTORS, IF ANY, SHALL BE LICENSED TO PERFORM THE WORK INCLUDED HEREIN.

6 PRIOR TO SUBMITTING PROPOSAL, CONTRACTOR SHALL;

- VISIT THE PREMISES
- OBTAIN A COPY OF BUILDING STANDARD, RULES & REGULATION
- FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS, VERIFY THESE CONDITIONS WITH THE CONSTRUCTION DOCUMENTS, AND CHECK FOR ANY DISCREPANCIES OR INTERFERENCES BETWEEN CONTRACTOR'S WORK AND THAT OF OTHER TRADES.
- IDENTIFY CONFLICTS WITH WORK OF OTHER TRADES, NON-COMPLIANCE WITH BUILDING STANDARDS, OR OMISSIONS.

7 CONTRACTOR SHALL SUBMIT WITH PROPOSAL;

- WRITTEN NOTIFICATION OF ANY DISCREPANCIES/ INTERFERENCES THAT EXIST. FAILURE TO PROVIDE THE AFOREMENTIONED NOTIFICATIONS SHALL RESULT IN THE CONTRACTOR BEING HELD RESPONSIBLE TO COMPLETE ALL WORK TO MEET THE INTENT OF THE CONTRACT DOCUMENTS WITH NO ADDITIONAL EXPENSE (EXTRA) BEING INCURRED BY THE OWNER.
- PROPOSED CONSTRUCTION SCHEDULE.

8 CONTRACTOR SHALL MAINTAIN INSURANCE: IN ACCORDANCE WITH BUILDING REQUIREMENTS AND SHALL INCLUDE A HOLD HARMLESS CLAUSE FOR OWNER AND ARCHITECT.

9 ALL MEANS OF EGRESS TO BE KEPT UNOBSTRUCTED.

10 THE SCHEDULING OF THE WORK SHALL BE COORDINATED WITH OWNER, WESTON HIGH SCHOOL, AND WITH OTHER CONTRACTORS, AS APPLICABLE.

11 NECESSARY SHUT-DOWNS OF BASE BUILDING SYSTEMS MUST BE COORDINATED WITH WESTON HIGH SCHOOL. THE CONTRACTOR MUST GIVE BUILDING MANAGEMENT 48 HOURS NOTICE PRIOR TO SHUT-DOWN OF SAID SYSTEMS.

12 CONTRACTOR SHALL PROVIDE LABOR, SUPERVISION, MATERIALS, EQUIPMENT AND ACCESSORIES, AND SHALL COORDINATE, PROCURE, FABRICATE, DELIVER, ERECT, AND INSTALL WORK AND INTERFACE WITH ANY NEW OR EXISTING WORK.

13 CONTRACTOR SHALL TEST ALL WORK AS PER CODE AND CONSTRUCTION DOCUMENTS IN ORDER TO PROVIDE THE OWNER WITH A COMPLETE ASSEMBLY OR SYSTEM.

14 CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS IN THE FIELD AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK.

15 ANY QUESTIONS, DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS WHICH MAY REQUIRE ADDITIONAL COMPENSATION OR A CHANGE ORDER SHALL OCCUR IN THE FOLLOWING MANNER:

- A REQUEST FOR INFORMATION (RFI) SHALL BE PREPARED FOR EACH ITEM BY THE CONTRACTOR. THIS RFI SHALL BE SUBMITTED TO THE ARCHITECT.
- THE ARCHITECT SHALL RESPOND TO THE RFI WITH APPROPRIATE DOCUMENTATION OR DISCUSSION.
- IF THE INSTALLATION OF WORK, ASSOCIATED WITH THE POTENTIAL CHANGE ORDER, OCCURS PRIOR TO ARCHITECT'S RECEIPT OR RESPONSE TO THE RFI, THEN THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE ENTIRE COST OF THE CHANGE ORDER.

16 CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS, CUTS AND SAMPLES OF ALL CONSTRUCTION ASSEMBLIES, FOR APPROVAL, TO THE ARCHITECT BEFORE BEGINNING WORK. NO WORK IS TO BE PERFORMED WITHOUT THE AFOREMENTIONED ABOVE. THE ARCHITECT AND/ OR OWNER RESERVES THE RIGHT TO DISAPPROVE ANY OF THE ABOVE.

17 CONTRACTOR SHALL DO ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER AND SAFE EXECUTION OF ALL WORK.

18 CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS IN THE VICINITY OF THE SITE AS THE JOB PROGRESSES.

19 THE CONTRACTOR SHALL PROMPTLY REMOVE FROM THE PREMISES ALL WORK CONDEMNED BY THE ARCHITECT AS FAILING TO CONFORM TO THE CONTRACT WHETHER INCORPORATED OR NOT. THE CONTRACTOR SHALL PROMPTLY REPLACE AND RE-EXECUTE HIS OWN WORK IN ACCORDANCE WITH THE CONTRACT AND WITHOUT EXPENSE TO THE OWNER AND SHALL BEAR THE EXPENSE OF MAKING GOOD ALL WORK OF OTHERS (EXISTING OR NEW) DAMAGED BY SUCH REMOVAL OR REPLACEMENT.

20 PIPING, DUCTWORK, AND EQUIPMENT LOCATIONS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS ARE TO BE VERIFIED IN THE FIELD.

21 SEAL OPENING THROUGH PARTITIONS, WALLS AND FLOORS WITH NON-SHRINKING FIRE PROOF CAULKING OR OTHER NON COMBUSTIBLE MATERIAL APPROVED BY THE ARCHITECT

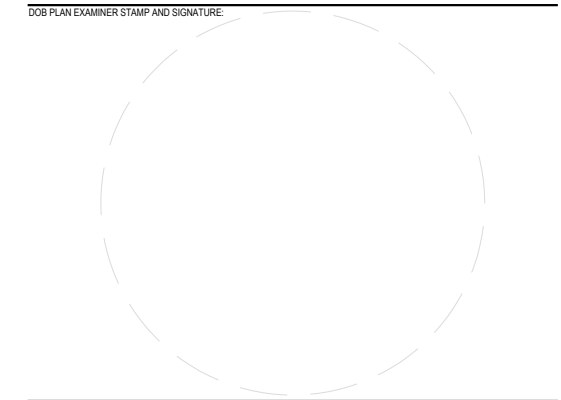
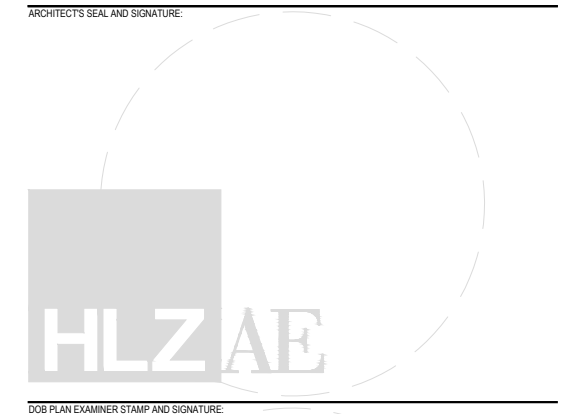
ABBREVIATIONS

#	POUND or NUMBER	MIN	MINIMUM
&	AND	MTL	METAL
@	AT	NIC	NOT IN CONTRACT
ALUM	ALUMINUM	NO	NUMBER
AOR	ARCHITECT OF RECORD	OC	ON CENTER
CJ	CONTROL JOINT	OZ	OUNCE
CL	CENTER LINE	PLUMB	PLUMBING
CLG	CEILING	PNT	PAINT or PAINTED
CMU	CONCRETE MASONRY UNIT	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	RCP	REFLECTED CEILING PLAN
DEMO	DEMOLITION or DEMOLISH	RD	ROOF DRAIN
DIA	DIAMETER	REQD	REQUIRED
DIM	DIMENSION	RM	ROOM
DIMS	DIMENSIONS	SIM	SIMILAR
DN	DOWN	SPEC	SPECIFICATION or SPECIFIED
DOB	DEPARTMENT OF BUILDINGS	SS	STAINLESS STEEL
DWG	DRAWING	STC	SOUND TRANSMISSION COEFFICIENT
EA	EACH	STL	STEEL
EJ	EXPANSION JOINT	T&G	TONGUE AND GROOVE
EL	ELEVATION	TELE	TELEPHONE
ELEC	ELECTRICAL	TME	TO MATCH EXISTING
EPDM	ETHYLENE PROPYLENE DIENE M-CLASS (ROOFING)	T/D	TELEPHONE/DATA
EQ	EQUAL	TYP	TYPICAL
EXST	EXISTING	UNO	UNLESS NOTED OTHERWISE
EXT	EXTERIOR	WD	WOOD
FD	FLOOR DRAIN	MIN	MINIMUM
FLR	FLOOR	MTL	METAL
GA	GAUGE	NIC	NOT IN CONTRACT
GALV	GALVANIZED	NO	NUMBER
GC	GENERAL CONTRACTOR	OC	ON CENTER
GWB	GYPSUM WALL BOARD		
HR	HOUR		
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING		
INSUL	INSULATED or INSULATION		
INT	INTERIOR		
MAX	MAXIMUM		
MECH	MECHANICAL		

HOWARD L. ZIMMERMAN ARCHITECTS & ENGINEERS PC
 11 W. 30th Street, New York, NY 10001 | p. 212.564.9393

SILL REPAIRS
 PROJECT ADDRESS:
 WESTON INTERMEDIATE SCHOOL
 WESTON, CT 06883
 OWNER INFORMATION:

TOWN OF WESTON
 WESTON, CT 06883



BIS STICKER

NO.	DATE	REVISION DESCRIPTION

GENERAL NOTES

DATE: APRIL 2021
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G-002.00

DEMOLITION NOTES

- ALL EXISTING STRUCTURES ARE SHOWN FOR REFERENCE ONLY AND ARE TO BE FIELD VERIFIED.
- REMOVED MATERIALS, UNLESS OTHERWISE NOTED, BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
- CONTRACTOR SHALL USE QUALIFIED, EXPERIENCED PERSONNEL FOR REMOVAL AND DEMOLITION OPERATIONS. REMOVAL AND DEMOLITION OPERATIONS SHALL BE PERFORMED IN A CAREFUL, ORDERLY AND CONTROLLED MANNER TO AVOID HAZARDS TO PERSONS, DAMAGE TO PROPERTY, AND SPREADING OF DUST AND DEBRIS.
- EXACT EXTENT OF DEMOLITION TO BE DONE SHALL BE VERIFIED AT THE SITE. DETERMINE THE NATURE AND EXTENT OF DEMOLITION THAT WILL BE NECESSARY BY COMPARING THE DRAWINGS WITH THE EXISTING CONSTRUCTION.
- THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE MEANS AND METHODS OF DEMOLITION AND SHORING AND THE SAFETY OF THE EXISTING STRUCTURE AND ITS OCCUPANTS.
- THE CONTRACTOR IS NOT TO REMOVE ANY MORE OF THE EXISTING STRUCTURE THAN NECESSARY TO PROPERLY EXECUTE THE DETAILS SHOWN ON CONTRACT DOCUMENT. DO NOT DAMAGE, MAR, OR DEFACE THE REMAINING STRUCTURE OR MATERIALS TO BE REUSED.
- CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES, DUCTS, AND EQUIPMENT TO REMAIN.
- CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MONITORING OF ALL TEMPORARY FACILITIES AND STRUCTURES.

SAFETY NETTING

- THIS IS A FULLY ENCLOSED BUILDING. THE REQUIREMENTS OF CONNECTICUT STATE BUILDING CODE DO NOT APPLY.

BRICK REMOVAL AND REPLACEMENT NOTES

- BRICK MASONRY CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE CONNECTICUT STATE BUILDING CODE.
- METAL ANCHORS AND TIES SHALL BE STAINLESS STEEL AND SHALL CONFORM TO THE PROVISIONS OF THE CONNECTICUT STATE BUILDING CODE

EXISTING CONDITIONS

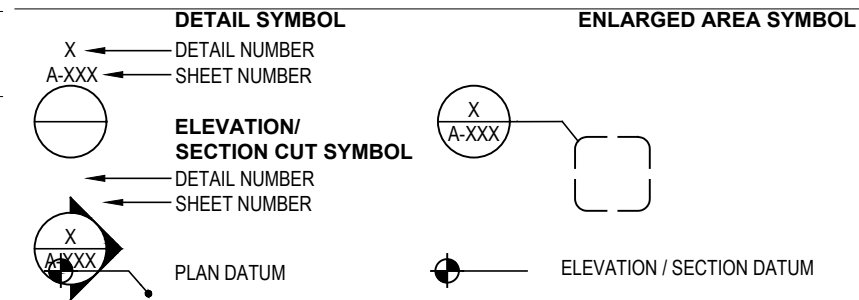
- EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND SITE VISITS AND MAY NOT REFLECT EXACT AS-BUILT CONDITIONS. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER TRADES.

TABULATED ENERGY ANALYSIS - 2016 CLIMATE 4A

WORK ITEMS INCLUDING NEW AND REPLACEMENT	PROPOSED DESIGNED VALUES	CODE PRESCRIBED VALUE & CITATION
MASONRY REPAIR	N/A	ECC101.4

EXISTING BUILDING TO BE REPAIRED IN KIND

EXTERIOR SYMBOLS LEGEND



SILL REPAIRS

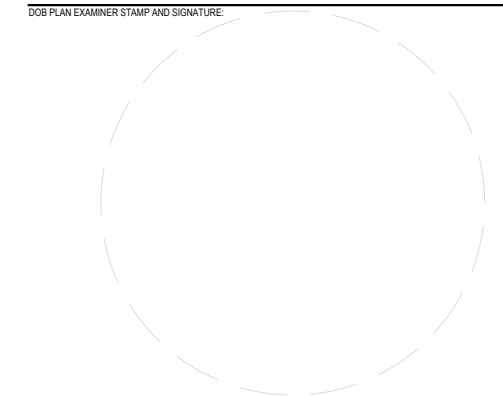
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 WESTON INTERMEDIATE SCHOOL
 WESTON, CT 06883
 OWNER INFORMATION:

TOWN OF WESTON
 WESTON, CT 06883

ARCHITECT'S SEAL AND SIGNATURE:



DOB PLAN EXAMINER STAMP AND SIGNATURE:



BIS STICKER:

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OVERALL FIRST FLOOR PLAN

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EXTERIOR JOINT BETWEEN WINDOWS AND SILL TO BE CLEANED OUT AND BACKER ROD AND CAULKED

EXTERIOR JOINT BETWEEN WINDOWS AND SILL TO BE CLEANED OUT AND BACKER ROD AND CAULKED

EXTERIOR JOINT BETWEEN WINDOWS AND SILL TO BE CLEANED OUT AND BACKER ROD AND CAULKED

REAR OF BUILDING (NORTH EAST ELEVATION)

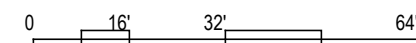
15 WINDOW SILLS TO BE REPAIRED SEE DETAIL 2/A-701

SIDE ELEVATION (SOUTH EAST ELEVATION)

15 WINDOW SILLS TO BE REPAIRED SEE DETAIL 2/A-701

FRONT / PARKING LOT OF BUILDING (SOUTH WEST ELEVATION)

17 WINDOW SILLS TO BE REPAIRED SEE DETAIL 2/A-701



1 OVERALL FIRST FLOOR PLAN
 1/32" = 1'-0"

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 WESTON, CT 06883
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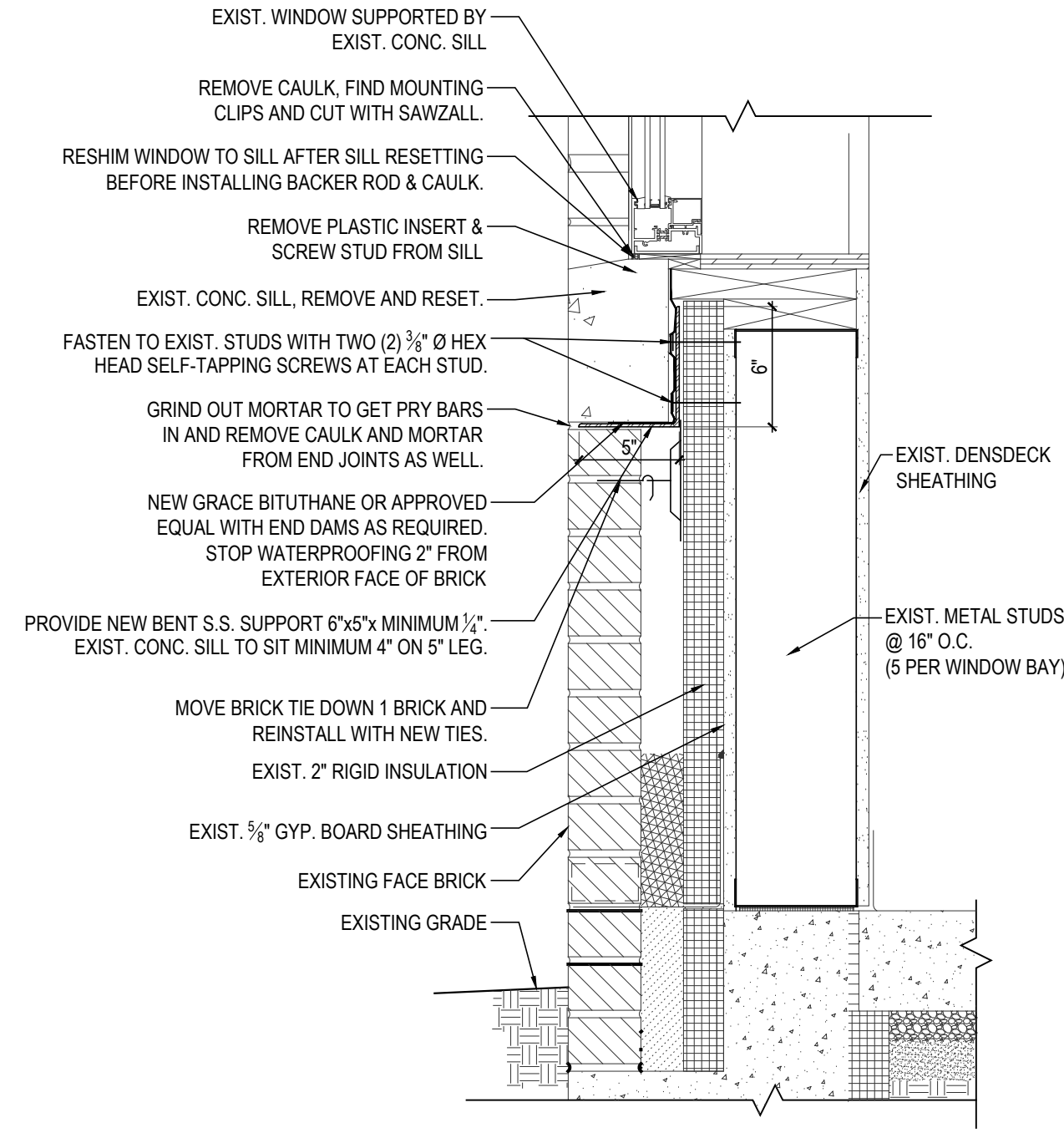
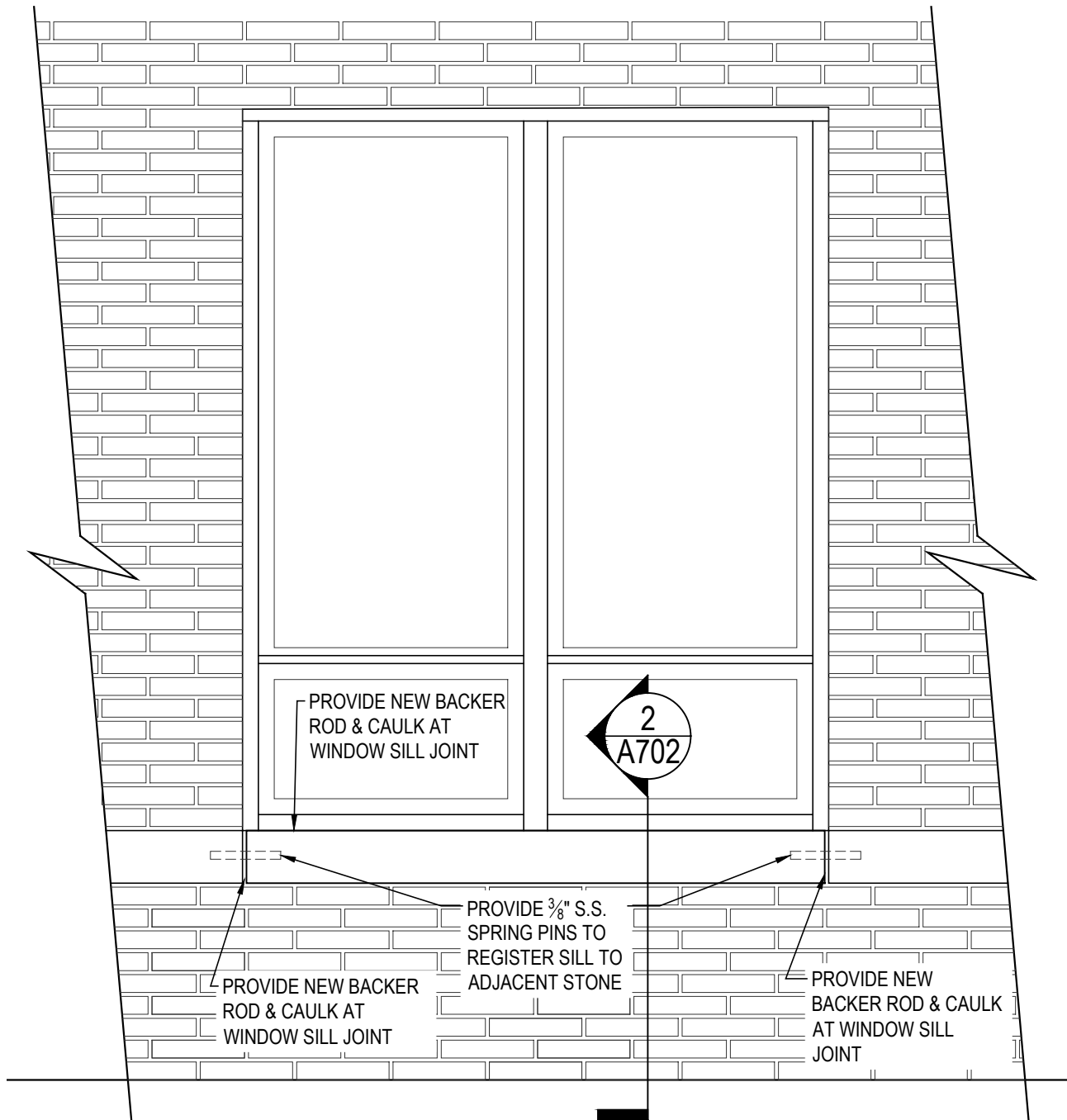
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A-701.00



1 FIRST FLOOR - EXIST. WINDOW ELEVATION, TYPICAL
 NOT TO SCALE

2 WINDOW SILL REPAIR DETAIL
 1-1/2" = 1'-0"