

WESLEYAN  
UNIVERSITY

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# MAJOR MAINTENANCE FY 14 PROJECT MANUAL

PROJECT NO. 2014000000

ROSEANN SILLASEN

WESLEYAN UNIVERSITY  
170 LONG LANE  
MIDDLETOWN, CT 06459

JANUARY 4, 2013

WESLEYAN  
UNIVERSITY

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**CFA A REHEARSAL HALL  
HVAC REPLACEMENT**  
2013000012.12

**PROJECT MANUAL**

WESLEYAN UNIVERSITY PROJECT No. – 2014000000

ROSEANN SILLASEN  
WESLEYAN UNIVERSITY  
CONSTRUCTION SERVICES  
170 LONG LANE  
MIDDLETOWN, CT 06459

JANUARY 4. 2013

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DATED FEBRUARY 20, 2013

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**END OF SECTION**

**SECTION 00030 - PROJECT DIRECTORY  
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The Facilities Office is located at:  
170 Long Lane  
Middletown, CT 06457

**ANNUAL MAJOR MAINTENANCE FY 14  
SECTION 00100 - NOTICE OF INVITATION FOR BID**

**PROJECT DATA SHEET:  
CFA BUILDING "A" REHEARSAL HALL AHU REPLACEMENT**

**ISSUING OFFICE:** Wesleyan University  
170 Long Lane, Middletown, CT 06459  
Project Manager: Roseann Sillasen  
Ph. 860-685-3476

**MANDATORY PRE-BID CONFERENCE**

Date: **February 20, 2013 @ 9:00am**

Location: **Meet at Cady Building, 170 Long Lane, Middletown, CT 06459 – Conference Rm. A**

**PROJECT DESCRIPTION**

The CFA Building "A" Rehearsal Hall AHU Replacement project consists primarily of 80% mechanical work and 20% architectural finishes. The following includes but is not limited to the scope of work required:

- Demolition of mechanical rooms RH012 and RH015 and the classroom control room in the CFA Rehearsal Hall.
- Construction of a new mechanical room to include new acoustic barrier walls with a specified NC rating.
- Installation of a new HVAC system servicing RH001, RH003 and the classroom control room.
- Removal of all wall mounted items (architectural, electrical, mechanical) and construction of a new classroom control room to include carpentry, acoustic sound panels, concrete floor refinishing and sealing, painting, electrical, lighting and data installation.
- Blocking for new acoustical doors and frames (doors and frames to be installed by others).
- Installation of a new 3750 cfm HVAC unit made up of a minimum of 5 modules that will need to be rigged and hoisted into the new mechanical space.
- Existing fire alarm device relocation and reprogramming.
- Installation of new ductwork with silencers and connections to some of the existing ductwork.
- Installation of a new heat pump system within the lower level storage closet in the corridor between RH001 and RH003.
- Installation of a new dry cooler adjacent to the building on the north elevation. This will require tree removal and relocation work and shrubbery salvage and replanting work.
- Removal, salvage and relocation work for the Hi-E-Dry dehumidifier in RH003.

**BID DUE DATE / BIDDER SELECTION / CONSTRUCTION SCHEDULE:**

Bids due: **March 6, 2013 @ 1:00PM**

Post bid interview/bid review: **March 7 & 11, 2013**

Selection of successful bidders: **March 13, 2013**

Construction Start Date: **May 28, 2013**

Substantial Completion Date: **August 1, 2013**

Project Completion Date: **August 16, 2013**

Housing Opens/Students Arrive on campus: **August 20, 2013**

**BID DOCUMENTS:**

Plans and specifications will only be available from Wesleyan University to prequalified bidders. Complete package



**ANNUAL MAJOR MAINTENANCE FY 14**  
**SECTION 00100 - NOTICE OF INVITATION FOR BID**

will be emailed to all prequalified bidders on February 19, 2013 and one set of 11x17 drawings will be provided at the pre-bid conference.

**GENERAL INFORMATION:**

The mandatory pre-bid conference will be conducted with all bidders and subcontractors on the dates, times and locations noted above. All additional site visits shall be arranged through the Construction Services office and are encouraged. Bidders are required to become fully aware of existing conditions. Bidders that do not attend the pre-bid conference will be disqualified from bidding.

**BID SUBMISSION/CONTRACTOR AWARD:**

SEALED bids will be accepted at the facilities office, 170 Long Lane, Middletown, CT 06459 on the date noted above, at which time they will be opened privately. **All bids must be forwarded to the attention of Roseann Sillasen.** Bids submitted after this date and time may be rejected at the sole discretion of the University.

The successful bidders will be notified in writing and will be required to attend a scope review and pre-award conference at which time the bidder's bid will be reviewed. The University may conduct a scope review with other responsive bidders.

The University reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive any informality or technical defects, if it is deemed to be in the best interests of Wesleyan University.

**BID QUESTIONS:**

All VALID bid questions must be submitted by email to **Roseann Sillasen**, Wesleyan University, [rsillasen@wesleyan.edu](mailto:rsillasen@wesleyan.edu) and **Rob Jorgensen**, Saren Engineering, [robj@sareng.com](mailto:robj@sareng.com).

Bid questions will not be accepted beyond **12:00 PM on February 28, 2013**. All bid questions and responses will be distributed to all bidders.

**SPECIAL NOTICE TO BIDDERS:**

1. Bidders shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of these Contract Documents. Additionally, any ambiguity, inconsistency, or error, which may be discovered upon examination of these Contract Documents, shall not be cause for claim.
2. Residences/buildings surrounding the project areas will be occupied.
3. All contractors must submit verification of RRP with their bid.

**ANNUAL MAJOR MAINTENANCE FY 14  
SECTION 00100 - NOTICE OF INVITATION FOR BID**

**CFA BUILDING “A” REHEARSAL HALL AHU REPLACEMENT**

**INTENT TO BID VERIFICATION / CONTRACTOR INFORMATION**

(Please complete this form and fax back to Roseann Sillasen no later than February 18, 2013 @ 3:00 PM -  
Fax #860-685-3101)

**Will Submit Bid:**      Yes  No

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

If applicable, please check appropriate box:

SBE

MBE

DBE

WBE

**END OF SECTION**

**SCOPE OF WORK**  
**MM FY14 – MINIMUM STANDARD REQUIREMENTS FOR WORK PERFORMED**

**PART 1 – GENERAL**

1.1 RELATED INFORMATION AND DOCUMENTS

1. **This document shall be used to ensure that all work is performed to the minimum standards noted and shall supplement the scope of work as shown on the sketches provided.**
  - A. REFERENCE THE PROJECT SPECIFIC DRAWINGS/SKETCHES/PHOTOS FOR EACH INDIVIDUAL PROJECT. ALL REQUIRED WORK TO BE COMPLETED FOR EACH PROJECT SHALL BE IDENTIFIED ON THESE DOCUMENTS.
  - B. THIS DOCUMENT SHALL SUPPLEMENT THESE DOCUMENTS
2. **All work items noted on the documents shall, at a minimum, be inclusive of the requirements noted on this document, and shall also be inclusive of all other documents that are part of the MM FY14 Project Manual.**
3. The Owner shall obtain the building permit for MM FY14 projects as identified. Building permit number shall be provided to the awarded contractor. Contractor shall purchase any Department of Water and Sewer permits. Contractor shall provide to the Owner certified copies of all contractor and sub-contractor licenses. Licenses shall be current and correspond to the type of work being performed by the specific individuals. Contractor shall not be allowed to start work without these copies. Contractor shall schedule and notify Owner of all inspections with the City of Middletown. Owner must be present at inspections.
4. Drawings, photos and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections apply to this section.

1.2 HAZARDOUS MATERIAL COORDINATION

1. All painted surfaces are to be treated as positive for lead containing paint due to the construction of the building prior to 1978. Federal, State, Local and OSHA requirements are to be strictly adhered to for all lead removal. Contractor shall wrap lead waste in 6-mil plastic and dispose of in Owner supplied lead dumpster. Owner shall dispose of lead waste.
2. All contractor personnel working on the project shall be certified by the U.S. Environmental Protection Agency (EPA) for lead based paint activities.
3. Contractor shall provide current blood test results for ALL employees working on Wesleyan properties before the start of any work. Monthly reports shall be provided thereafter and also upon completion of the project. See Section 01015.

1.3 SCHEDULE

1. General Project Schedule – As noted for each specific project

1.4 GENERAL PROJECT REQUIREMENTS

1. Contractor shall adhere to the project manual.
2. Contractor to assume all paint is lead containing. Reference the Hazardous Assessment materials report available for viewing at the Owner's office located at 170 Long Lane.
3. Coordinate all work with Owner's Representative.

4. There will be occupied and unoccupied residential, Academic and Administrative buildings. Surrounding private residences and Academic and Administrative buildings are occupied year round. Contractor shall be cognizant and respectful of the surrounding occupancies.
5. The general contractor will be responsible to ensure each subcontractor is responsible for daily clean up of individual's work. Project site must be kept clean and free from tripping hazards.
6. Conduct construction waste management activities in accordance with the State of Connecticut EPA, Middletown Municipal Code and all other applicable laws and ordinances. Removal of non lead based debris is to be disposed of in contractor supplied dumpsters at a location agreed to by the Owner and Contractor. Contractor shall submit construction waste management forms to the Owner every 2 weeks.
7. Coordinate all work with work of other trades.
8. Contractor shall provide dust barriers to all surrounding spaces within building.
9. After review of site, contractors are responsible for any required temporary protection during the work.
10. Contractor to comply with all State and Federal Codes, City of Middletown Ordinances, OSHA requirements and Wesleyan University General Project Requirements and Closeout Procedures.
11. Provide as-built condition drawings for all work performed in this building.
12. After review of site, contractors are responsible for any required temporary protection during the work.
13. Prior to the start of any exterior work, contractor shall contact CL&P to ensure that protective safety boots are installed at all overhead service wiring locations.
14. Any overtime required to complete the project MUST be brought to Owner's attention prior to submission of bid.
15. Contractor shall provide traffic barricades, signage, flagpersons and all other traffic control methods required to complete the work.
16. **Doors to facilities must be kept locked at all times;** any propped doors will be closed by Wesleyan University facility operations staff or public safety, no complaints or exceptions. If doors are to be propped the door shall be watched by a representative of this contractor.
17. Upon completion of all specified work, the contractor shall thoroughly clean the unit for move-in condition. Cleaning shall also include the interior of all windows within the work areas.

## **TYPICAL FOR ALL PROJECTS**

### **DIVISION 2 – SITEWORK / DEMOLITION**

#### SITEWORK, GENERAL

1. Contractor shall coordinate the use of motorized lifts and/or heavy equipment with the Owner. Contractor shall protect existing turf, concrete walks and pavement as required. Damaged turf, concrete walks and pavement shall be repaired by the contractor at no cost to the Owner.

#### DEMOLITION:

*Note: Contractor shall perform all demolition activities in accordance with Wesleyan University's Construction Waste Management guidelines outlined in section 01505.*

#### GENERAL:

1. For all projects, Contractor shall remove, protect and store existing shades and mini blinds within the project area as required to complete the work. Contractor shall clean and reinstall shades and blinds upon completion of the project. Contractor shall provide any additional hardware and fasteners required for reinstalling the existing window treatment.
2. Disconnect all electrical and mechanical connections in the demolition area.
3. Protect wood floors to remain.

### **DEMOLITION – WINDOWS; TYPICAL FOR ALL WINDOW REMOVAL PROJECTS:**

WESLEYAN UNIVERSITY

1. Contractor shall remove and recycle the existing storm windows and windows in accordance with Wesleyan University's Construction Waste Management guidelines outlined in section 01505.
  2. Contractor shall replace all windows unless otherwise noted.
  3. Contractor shall remove sash weights.
  4. Contractor shall remove and salvage window treatments. Reinstall after completion of work.
- 
1. Remove kitchen cabinets in toto for installation of new cabinets.
  2. Remove countertop and back splash in toto.
  3. Contractor shall remove and recycle sink and faucet.
  4. Contractor shall demo hot and cold water supply lines, shutoff valves, to accommodate the installation of the new sink and faucet.
  5. Salvage appliances for reuse.
  6. Disconnect electrical as required for relocation and installation of new.
  7. Salvage existing fire extinguisher and wall mounting bracket. Reinstall in kitchen upon completion of the project.

**Bathroom**

1. Bathrooms to be relocated or new bathrooms require relocation of sanitary line in basement and venting to exterior.
2. Salvage cast iron radiators for reuse.
3. Disconnect electrical as required for relocation and installation of new.
4. Provide support shoring as required where walls are demolished until the new wall is constructed.
5. Remove existing sheet vinyl flooring and all layers of flooring and underlayment below.
6. Prep existing subfloor as required to allow for the installation of new wood flooring to match the finish floor height of the existing wood flooring.

**Bedroom**

1. Protect wood floors to remain.
2. Provide support shoring as required where walls are demolished until the new wall is constructed.
3. Disconnect electrical as required for relocation and installation of new.

**DIVISION 3 – CONCRETE**

1. Contractor shall install new concrete footings for the new stairs and landings.
2. Contractor shall install a new concrete pad at the base of the new stairs. Concrete pad thickness shall be 5". Width shall match stair width and length shall be a minimum of 36".

**DIVISION 4 – MASONRY**

1. Repair/parge masonry walls as directed.

**DIVISION 5 – METALS**

1. Contractor shall wrap wood trim at all locations where new windows are installed with pre-finished break metal. Contractor shall also wrap wood trim at doors. Color shall be White unless otherwise noted.

**DIVISION 6 – WOOD AND PLASTICS**

**Exterior**

1. Install new roof sheathing as required. Notify Owner. Include in bid as an add/alternate.
2. Provide blocking and infill framing/sheathing as required due to removal of chimney.
3. Provide framing for new window openings. Coordinate window location with Owner. Relocate interior electrical wiring if required.

4. Contractor shall install new composite landing - **clear landing size shall be 4' x 4'**. Install new treads, risers, stringers, railings, posts, composite square lattice, composite fascia boards and all associated pressure treated framing for the east elevation stairs. Refer to sketch A-1 and the specifications for standard material, fastener and detail requirements.
5. Contractor shall install new composite columns as identified.

### **Kitchen**

1. Provide all required blocking for new cabinet and window installation.
2. Install framing for new wall/door installation.
3. Infill floor as required from wall/cabinet removal.
4. Install underlayment for new floor installation.
5. Install new wood wall base trim to match the existing base trim height, profile, species, stain, finish in locations noted.
6. Install new laminate countertop, 4" backsplash and full height laminate back splash to upper cabinets.

### **Bathroom**

1. Install new wall/door framing for new wall installation.
2. Install underlayment for new bathroom sheet vinyl.
3. Provide all required blocking for shower/cabinet installation.
4. Install new wood wall base trim to match the existing base trim height, profile, species, stain, finish in locations noted.

## **DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

### **General**

1. All exposed exterior walls and attic crawl space areas to be insulated with batt insulation; total R-60 minimum.
2. Contractor shall ensure that all penetrations are fire caulked properly.
3. Contractor shall fill any through-wall penetrations uncovered or created from cabinet removal with insulation.
4. Contractor shall fill any through-wall penetrations uncovered or created from wall removal with insulation.
5. Contractor shall provide insulation as noted for special wall construction.

### **EXTERIOR SIDING**

1. Contractor shall caulk all cracks, gaps and all other exterior surfaces and/or joints that are susceptible to water infiltration. Caulking installation shall be as required based on the areas where work is being performed.
2. Contractor shall photograph and document all existing siding details. All documentation shall be submitted to the Owner for record. Documentation shall include but not be limited to all exterior trim details, window trim details, soffit details, porch and railing details, decorative siding details, etc.
3. Contractor shall install ½" FOAMULAR insulating sheathing over all exterior walls to create an insulating envelope over the entire structure prior to installing siding.
4. Contractor shall install new CertainTeed Monogram 46 (46L) double 4" clapboard vinyl siding over all locations where horizontal wood siding currently exists.
5. Colors as identified by location.
6. Contractor shall install new vinyl soffits compatible with the specified siding system.
7. Contractor shall install new CertainTeed beadboard panel ceiling. Installation shall be in accordance with manufacturer's installation instructions. Provide all finish carpentry work, trim pieces and perimeter caulking as required for a complete installation.

8. Contractor shall maintain the look of all decorative details, trim, fascia and band boards that are currently present on the house. Contractor shall provide vinyl or composite material trim pieces as specified that are compatible with the siding system to replicate the existing look. Contractor shall submit shop drawings and product cut sheets to the Owner for approval showing the proposed products and materials to be installed over all existing exterior surfaces.
9. Contractor shall wrap all exterior door trim, window trim and stops. New window trim wrap shall be bent to provide a 3 dimensional decorative profile (see photo sheet for example) or as directed on drawings.
10. Contractor shall install Traditional corner trim pieces at all outside corners unless otherwise noted.
11. Contractor shall provide siding accessories for exterior vents, hose bibs, gable vents, vinyl skirts, gable trim, lighting blocks, etc.
12. Contractor shall extend oil pipe inlet as required to provide ready access for oil nozzle.
13. Contractor shall extend hose bib outlet as required to provide access.
14. Contractor shall install new gutters and gutter leaders to replace gutters removed. Properly slope to drain and provide splash blocks. Provide mounting hardware.

#### ASPHALT ROOF

1. Contractor shall protect exterior building facade from damage for the duration of the project. Contractor shall utilize protective coverings.
2. Contractor shall protect interior of attic prior to initiation of demolition.
3. Contractor shall meet or exceed all OSHA fall protection requirements. Contractor shall also adhere to all Wesleyan University fall protection requirements as outlined in the project manual.
4. Contractor shall protect exposed roof surfaces at the end of the work day as required to prevent water from entering the interior of the building. Contractor shall be responsible to restore the interior surfaces to their original condition should damage occur.
5. Contractor shall remove and dispose of the existing asphalt roof system down to the existing roof substrate. Note: Contractor shall perform all demolition activities in accordance with Wesleyan University's Construction Waste Management guidelines outlined in section 01505.
6. Contractor shall notify Owner immediately if rotted or deteriorated sheathing is uncovered during the removal process. Contractor shall provide a unit price on the designated space in Proposal Form 00300 to furnish and install new 1/2" exterior grade plywood roof sheathing (Note: Locations and sheet quantities must be approved by the Owner prior to installation. Unit price shall be for one (1) 4'x8' sheet of 1/2" exterior grade plywood sheathing).
7. Contractor shall furnish and install self adhering sheet underlayment at all low slope roofs, hips, eaves, confined rake edge, rake edges and valleys (Reference Figure 1 for location clarifications at the end of this section).
8. Contractor shall install new 30 year architectural shingles as noted in the specifications. Submit manufacturer's standard colors for Owner selection.
9. Starter shingle course shall extend 1/2" over drip edge. First row of shingle course shall also extend 1/2" over drip edge. Starter shingles shall also be installed along the full length of all rake edges and shall extend 1/2" over the rake.
10. Contractor shall provide base and step flashing to the underside of the existing wood siding. Remove and reinstall siding as required to complete this work to provide a watertight installation.
11. Prior to the start of work, Contractor shall protect attic space with plastic. Upon completion of all work, Contractor shall dispose of plastic and broom clean entire area.
12. Contractor shall use a complete roofing system utilizing all components by a single source Manufacturer.
13. Contractor shall furnish and install a ridge vent on the main roof. Contractor shall cut roof as required to allow for proper ventilation.
14. Contractor shall furnish and install new metal flashing at all chimneys. Contractor shall saw cut into mortar joints for proper termination.

15. Contractor shall flash all roof penetrations and vents.
16. Where identified, Contractor shall remove existing roof hatch, patch opening, and install new roofing system.

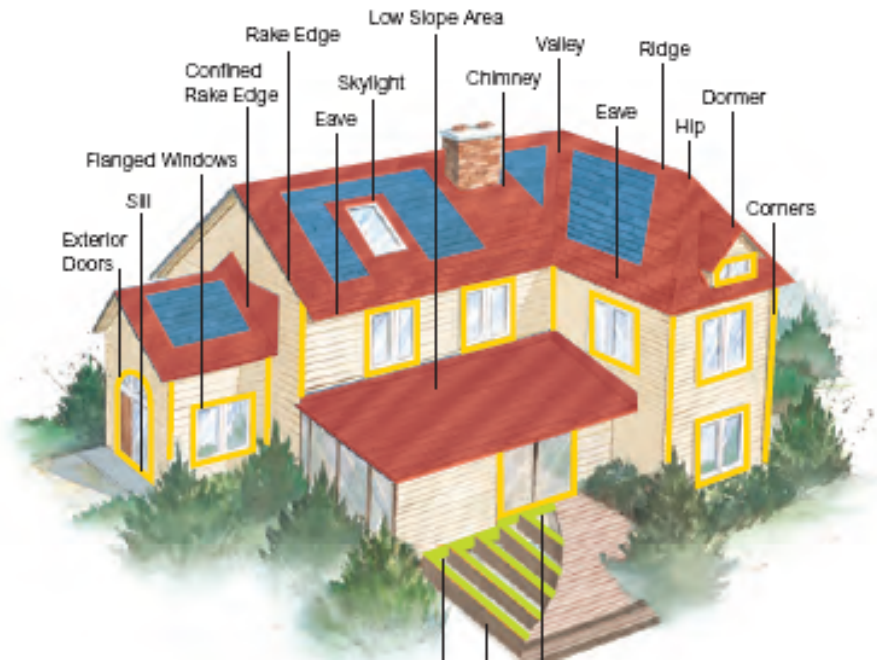


Figure 1

**Kitchen/Bathroom:**

1. Contractor shall caulk around the new 4" backsplash, full height laminate and countertop installed.
2. Contractor shall caulk around the new stainless steel sink.
3. Contractor shall insulate the hot water supply piping in the basement from the hot water tank to the underside of the 1<sup>st</sup> floor for kitchen and bathroom.
4. Caulk perimeter of sheet vinyl in bathroom to create a water tight installation.
5. Contractor shall caulk all seams/joints of shower/sink/toilet for all new installations and existing units.

**Window Installation:**

1. Prior to installing new windows, Contractor shall remove existing sash, sash weights and sash cords. Contractor shall fill sash weight pockets with non-fiberglass batt insulation, apply sealant to head and jambs of existing sash stops and then install new window(s). Contractor shall fill voids between old and new with expanding foam, trim interior with new trim pieces as required and seal perimeter interior with clear caulk to eliminate the potential for any air infiltration.
2. Contractor shall wrap wood trim at all locations where new windows are installed with pre-finished break metal. Contractor shall also wrap wood trim at attic windows. Provide color deck with color options to Owner for selection.
3. Contractor shall caulk around the interior and exterior perimeter of all new windows installed.
4. Contractor shall caulk around the perimeter exterior break metal installed.

**Bedrooms**



1. Contractor shall install sound attenuating insulation in new wall construction between bedroom, bathroom and kitchen.

#### **DIVISION 8 – DOORS AND WINDOWS**

1. Contractor shall install new exterior entry doors as identified. Reuse hardware as identified. Provide entry hardware as identified. WESU lock shop to provide new KABA cores on street master.
2. Contractor shall replace all windows in the house unless noted otherwise.
3. Divided lite configuration for new windows shall be as noted on the drawings.
4. Provide obscure glass for bathroom windows.
5. Contractor shall install Harvey Classic vinyl windows as specified unless noted otherwise.
6. Contractor shall submit door and window shop drawings to Owner for approval prior to ordering windows.

#### **DIVISION 9 – FINISHES**

1. Contractor shall prep all new and existing surfaces in accordance with the requirements outlined in specification section 09910. Contractor shall clean building surfaces upon completion of all prep work to remove all residues.
2. Contractor shall patch, prep, paint, stain and re-finish all surfaces including all walls, trim, doors, ceilings, stairs, railings, exposed conduit and piping.
3. Contractor shall install new GWB at all locations as required due to new wall layouts and demolition work required to accommodate new layouts.
4. Contractor shall box out new structural beam with GWB. Prep, prime and paint to match ceiling.
5. Contractor shall tape and apply 3-coats of joint compound, sanding between coats, followed by priming and painting for all new wall/ceiling installations.
6. Prep, stain and finish new infilled wood floors to match existing.
7. Screen all existing wood floors and apply 3 coats finish.
8. Install new sheet vinyl in bathroom and kitchen, as identified. Prep floor surface as required.
9. Provide all thresholds and transition strips.

#### **INTERIOR FINISH SCHEDULE:**

**\*\*\*Reference scope by location for paint manufacturer and finish schedule.**

**Where finishes are not noted on the drawings, the following finishes schedule shall be used:**

**SHERWIN WILLIAMS PROMAR 200:** Interior Trim, Doors: Wesleyan White #2532 semi gloss

**SHERWIN WILLIAMS PROMAR 200:** Kitchen / Bathroom (Walls & Ceilings): Wesleyan White #2532 semi gloss

**PPG BREAKTHROUGH:** Kitchen Cabinets: White, Satin Finish

**SHERWIN WILLIAMS PROMAR 200:** All other rooms (Walls): Wesleyan White #2532 eggshell

**SHERWIN WILLIAMS PROMAR 200:** All other rooms (Ceilings): White, flat

#### **EXTERIOR FINISH SCHEDULE**

<b>SHERWIN WILLIAMS DURATION:</b>	Doors: Color to match BM Cottage Red
<b>SHERWIN WILLIAMS DURATION:</b>	Trim/Columns/Gables/Soffits: Color to Match BM Navajo White
<b>SHERWIN WILLIAMS DURATION:</b>	Porch Ceilings: Color to match BM April Sky
<b>SHERWIN WILLIAMS DURATION:</b>	Basement security straps / foundations: Color to match BM Tudor Brown.
<b>SHERWIN WILLIAMS DURATION:</b>	Metal Basement Hatchways: DTM; Color to match BM Tudor Brown

## **DIVISION 10 – SPECIALTIES**

1. Contractor shall reuse existing house numbers on plaques. Install new house numbers on plaque and mount on front of house only if existing are unusable.

## **DIVISION 11 – EQUIPMENT**

1. Contractor shall provide new non-ducted hood fan over stove unless otherwise noted.

## **DIVISION 12 – FURNISHINGS**

### **GENERAL:**

1. Contractor shall remove, protect and store existing shades and mini blinds within the project area. Contractor shall clean and reinstall shades and blinds upon completion of the project. Contractor shall provide any additional hardware and fasteners required for reinstalling the existing window treatment.
2. Contractor shall install new base and upper cabinets with all required fillers. Submit cabinet layout to Owner for review and approval.
3. Contractor shall install new upper cabinet for hood fan installation over stove
4. Contractor shall install new laminated countertop. Prep and cut opening in countertop as required to mount new stainless steel sink.
5. Contractor shall install new full height wall applied laminate to the underside of the upper cabinets. Provide stainless steel edge bands at transitions between new laminate and existing wall.
6. Contractor shall install new 4" high x 7/8" thick continuous laminated backsplash.
7. Install new shower base and surround with doors shall be standard or bi-fold as noted on the drawings.
8. Install new bathroom vanity. Install new composite counter with integral sink.
9. Install new 1.2 gallon water saver commode where noted and new toilet seat.
10. Provide new medicine cabinet.
11. Provide new towel bar, hook, and toilet paper holder.

## **DIVISION 15 – MECHANICAL**

### **General:**

1. Contractor shall install new thermostats as noted. Coordinate with electrician.

### **Kitchen:**

1. Contractor shall install new stainless steel sink.
2. Contractor shall install a new kitchen faucet (no sprayer).
3. Contractor shall install new hot and cold water supply lines to the new faucet. Provide new shutoff valves beneath the cabinet. Provide new drain, drain pipes to sanitary line.

4. Contractor shall insulate the hot water supply piping in the basement from the hot water tank to the new shutoff valve beneath the cabinet.
5. Contractor shall install new drain line and p-trap to the sink drain.
6. Contractor shall verify vent piping is as required by Code.

**Bathroom:**

1. Contractor shall install new composite counter with integral sink and faucet.
2. Contractor shall install new shutoff valves, hot and cold water supply lines, drain, drain piping and proper vent connection for new bathroom.
3. Contractor shall insulate the hot water supply piping in the basement from the hot water tank to the new shutoff valve beneath the cabinet.
4. Install new 1.2 gal commode, seat, provide new seals, receptor, connection to sanitary drain.
5. Install new shower unit, receptor, drain, hot/cold water supplies, diverter, water saving aerator, surround and bi-fold or standard door as noted. Coordinator with general contractor.

**DIVISION 16 - ELECTRICAL**

1. Contractor shall review all specified renovation work and ensure that all electrical work is completed per code requirements.
2. Contractor shall install new thermostat wiring.
3. Contractor shall replace existing non-grounded receptacles with new grounded receptacles and related wiring.
4. Contractor shall install new ceiling light fixtures and switches in rooms as noted.
5. Contractor shall install new 100 CFM ceiling fan with light in bathrooms. Provide all associated ductwork and accessories to vent to the exterior. Coordinate with siding installation specific to location.
6. Install new over range hood fan.
7. Reinstall or install new heat detector in kitchen as noted.
8. Contractor shall install and hardwire C.O detectors, one on each sleeping floor and one in the basement as noted.
9. Contractor shall install new fire alarm devices as noted.
10. Contractor shall install new GFCI outlets per code in the kitchen and bathroom. All locations shall be per code requirements.
11. Provide grounded outlet on own breaker for new location of refrigerator in kitchen.
12. Contractor shall install a minimum of 1 new receptacle in each bedroom as noted in the location specific scope documents.
13. Contractor shall install new exterior light fixtures as noted in the location specific scope documents.
14. Install motion detector in entry halls and to second floor corridor.
15. Contractor shall install new arc fault breakers for each bedroom.
16. Contractor shall install new telephone, data and CATV in one single gang box in each bedroom. Terminate ends. Contractor shall terminate all connections to new Hubbell data jack installed and shall provide final connection to CATV. Provide 10' excess data/telephone cable in basement for connection by Westel.

Contractor Name: \_\_\_\_\_

**SECTION 00300 – PROPOSAL FORM:****ANNUAL MAJOR MAINTENANCE FY14: CFA BUILDING “A” REHEARSAL HALL AHU REPLACEMENT PROJECT**

In compliance with Wesleyan’s Invitation to Bid, the Pre-bid Conference, the Form of Contract, including the conditions thereto, I (we) propose to furnish the labor, materials installed as required for the project named **“Annual Major Maintenance FY14, CFA Building “A” Rehearsal Hall AHU Replacement Project”** and identified on the Proposal Form of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified or as may be necessary in the manner and at the time prescribed strictly in accordance with the provision of the Contract including specifications and/or drawings together with addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with the requirements of Wesleyan University and any laws or regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Proposal Form, hereof.

The lump sum base bid by me (us) on the Proposal Form includes all work indicated on the project manual, drawings and/or as described in the specifications or as may be determined by inspection of the site, **except:**

- Work covered by Alternates as may be listed on the Proposal Form.
- Contingent worked covered by Unit Prices as may be listed on the Proposal Form.
- Work covered as Options as may be listed on the Proposal Form.

This proposal is submitted subject to and in compliance with the foregoing and the following conditions and/or information.

- Award: All proposals shall be subject to the provisions and requirements of the Bid Documents and for the purposes of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.

I (we), the undersigned, hereby declare that I am (we are) the only persons interested in the proposal and that it is without any connection with any other person making any bid for the same work. This proposal is made without directly or indirectly influencing or attempting to influence the amount of the bid or any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, office or agent of Wesleyan.

Contractor Name: \_\_\_\_\_

The undersigned agrees that, if selected as the Contractor, he shall, within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this general bid.

**Submitted by:**

Name of Company/Corporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

(company name) \_\_\_\_\_, on \_\_\_\_\_, 2013, having read and thoroughly examined the specifications and Drawings, fully investigated the site, and considered all available information for the project entitled **“Annual Major Maintenance FY14, CFA Building “A” Rehearsal Hall AHU Replacement Project”**, at Wesleyan University and having also taken into account the following addenda, and having inspected the site and the conditions affecting and governing the construction of said project, the undersigned hereby proposes to furnish all material and to perform all labor, as specified, described and as may be required in the said Specifications and as shown in the Plans or as may be required for said work, for the following sums:

<b>Addendum No.’s</b>	<b>Date</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Proposal Form:**

**CFA Building “A” Rehearsal Hall AHU Replacement Project** - Proposed contract price:

The firm Base Bid lump sum (all inclusive and comprehensive) shall include all indirect costs and shall be separated for material (M) and labor (L) as follows:

(Material) \$ \_\_\_\_\_ (Labor) \$ \_\_\_\_\_ (Total) \$ \_\_\_\_\_

This bid shall remain firm for a period of ninety (90) calendar days

**Alternates:**

We submit the following dollar amounts for the Alternates listed. These amounts include the costs of modifying and coordinating related work. If the Owner elects to include an Alternate in

Major Maintenance FY 14	00300-2
Project No. 2014000000	1/04/13
Addendum #1	2/26/13

Contractor Name: \_\_\_\_\_

the Work, the stated cost will be added to or, as the case may be, deducted from the Base Bid Sum.

**Alternate No. 1:**

**Add for HVAC equipment quick ship.** (Total) \$ \_\_\_\_\_

**Alternate No. 2:**

**Add for Contractor obtained Building Permit Fee** (Total) \$ \_\_\_\_\_

**Alternate No. 3:**

**Offices RH106 and RH108; install new acoustic drop ceiling with new lay-in supply and return diffusers and related flex duct to FCU. Reuse existing light fixtures.**

(Material) \$ \_\_\_\_\_ (Labor) \$ \_\_\_\_\_ (Total) \$ \_\_\_\_\_

**Credit to base bid for ceiling repair in offices RH106 and RH108.**

(Material) \$ \_\_\_\_\_ (Labor) \$ \_\_\_\_\_ (Total) \$ \_\_\_\_\_

**Unit Prices:**

We propose and agree that the following unit prices for work performed in accordance with Contract Documents, measured in place, shall be used to compute cost to Owner should amount of work required by Contract Documents be changed by order of Owner.

For work added to Contract: these unit prices include all costs, overhead and profit for all parties involved including the Contractor and subcontractors.

For all work omitted from Contract: credit to Owner for such work shall be computed on the basis of unit prices.

**Proposed 4’x8’x3/16” solid/perf. board with 2x wood framing and all associated wall/ceiling system components/paint** (Note: New solid/perf board shall be installed per the contract drawings and shall be included in the base bid. Unit pricing shall be for the installation of all other wall and ceiling areas if replacement is required). *Locations and sheet quantities to be approved by Owner prior to installation:*

(Material) \$ \_\_\_\_\_/Panel (Labor) \$ \_\_\_\_\_/Panel (Total) \$ \_\_\_\_\_/Panel

*Note: Unit price shall be for (1) 4’x8’ panel and all associated panel system fastening components and paint.*

**Subcontractors:**

We have used the following subcontractors in preparing this Bid and propose to contract with them for the work noted (two or more subcontractors may be named for each). Enter N/A if subcontractors are not being used to perform the work.

Contractor Name: \_\_\_\_\_

Site Work/Landscaping: \_\_\_\_\_

Concrete: \_\_\_\_\_

Masonry: \_\_\_\_\_

Metals: \_\_\_\_\_

Carpentry: \_\_\_\_\_

Roofing: \_\_\_\_\_

Hardware: \_\_\_\_\_

Flooring: \_\_\_\_\_

Painting: \_\_\_\_\_

Plumbing: \_\_\_\_\_

HVAC: \_\_\_\_\_

Electrical: \_\_\_\_\_

Fire Alarm: \_\_\_\_\_

**Bid / Construction Schedule**

Bids due: **March 6, 2013 @ 1:00PM**

Post bid interview/bid review: **March 7 & 11, 2013**

Selection of successful bidders: **March 13, 2013**

Construction Start Date: **May 28, 2013**

Substantial Completion Date: **August 1, 2013**

Project Completion Date: **August 16, 2013**

Housing Opens/Students Arrive on campus: **August 20, 2013**

**Time of Completion:**

I (we) propose to complete all work associated with or as may be required for the full and final completion of a fully operational system per the dates below or as noted in the specific scope of work:

Start Date: May 28, 2013

Finish Date: August 16, 2013

Can complete all work associated with this project within the timeframe noted:

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, explain why: \_\_\_\_\_

\_\_\_\_\_

Contractor Name: \_\_\_\_\_

**Execution:**

This proposal submitted by:

\_\_\_\_\_  
On:

\_\_\_\_\_  
Contact phone number and person in the event of questions:

\_\_\_\_\_  
Fax number and person in the event of questions:

\_\_\_\_\_  
Mailing address:

\_\_\_\_\_  
Email address:

\_\_\_\_\_  
If applicable, please check appropriate box:

SBE     MBE     DBE     WBE  
End of Document



Contractor Name: \_\_\_\_\_

**SECTION 00300 – PROPOSAL FORM:****ANNUAL MAJOR MAINTENANCE FY14: CFA BUILDING “A” REHEARSAL HALL AHU REPLACEMENT PROJECT**

In compliance with Wesleyan’s Invitation to Bid, the Pre-bid Conference, the Form of Contract, including the conditions thereto, I (we) propose to furnish the labor, materials installed as required for the project named **“Annual Major Maintenance FY14, CFA Building “A” Rehearsal Hall AHU Replacement Project”** and identified on the Proposal Form of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified or as may be necessary in the manner and at the time prescribed strictly in accordance with the provision of the Contract including specifications and/or drawings together with addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with the requirements of Wesleyan University and any laws or regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Proposal Form, hereof.

The lump sum base bid by me (us) on the Proposal Form includes all work indicated on the project manual, drawings and/or as described in the specifications or as may be determined by inspection of the site, **except:**

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- Contingent worked covered by Unit Prices as may be listed on the Proposal Form.
- Work covered as Options as may be listed on the Proposal Form.

This proposal is submitted subject to and in compliance with the foregoing and the following conditions and/or information.

- Award: All proposals shall be subject to the provisions and requirements of the Bid Documents and for the purposes of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.

I (we), the undersigned, hereby declare that I am (we are) the only persons interested in the proposal and that it is without any connection with any other person making any bid for the same work. This proposal is made without directly or indirectly influencing or attempting to influence the amount of the bid or any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, office or agent of Wesleyan.

Contractor Name: \_\_\_\_\_

The undersigned agrees that, if selected as the Contractor, he shall, within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this general bid.

**Submitted by:**

Name of Company/Corporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

(company name) \_\_\_\_\_, on \_\_\_\_\_, 2013, having read and thoroughly examined the specifications and Drawings, fully investigated the site, and considered all available information for the project entitled **“Annual Major Maintenance FY14, CFA Building “A” Rehearsal Hall AHU Replacement Project”**, at Wesleyan University and having also taken into account the following addenda, and having inspected the site and the conditions affecting and governing the construction of said project, the undersigned hereby proposes to furnish all material and to perform all labor, as specified, described and as may be required in the said Specifications and as shown in the Plans or as may be required for said work, for the following sums:

<b>Addendum No.’s</b>	<b>Date</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Proposal Form:**

**CFA Building “A” Rehearsal Hall AHU Replacement Project** - Proposed contract price:

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This bid shall remain firm for a period of ninety (90) calendar days

**Alternates:**

We submit the following dollar amounts for the Alternates listed. These amounts include the costs of modifying and coordinating related work. If the Owner elects to include an Alternate in

Contractor Name: \_\_\_\_\_

the Work, the stated cost will be added to or, as the case may be, deducted from the Base Bid Sum.

N/A

**Unit Prices:**

We propose and agree that the following unit prices for work performed in accordance with Contract Documents, measured in place, shall be used to compute cost to Owner should amount of work required by Contract Documents be changed by order of Owner.

For work added to Contract: these unit prices include all costs, overhead and profit for all parties involved including the Contractor and subcontractors.

For all work omitted from Contract: credit to Owner for such work shall be computed on the basis of unit prices.

Proposed 4’x8’x3/16” solid/perf. board with 2x wood framing and all associated wall/ceiling system components/paint (Note: New solid/perf board shall be installed per the contract drawings and shall be included in the base bid. Unit pricing shall be for the installation of all other wall and ceiling areas if replacement is required). *Locations and sheet quantities to be approved by Owner prior to installation:*

(Material) \$ \_\_\_\_\_/Panel (Labor) \$ \_\_\_\_\_/Panel (Total) \$ \_\_\_\_\_/Panel

*Note: Unit price shall be for (1) 4’x8’ panel and all associated panel system fastening components and paint.*

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Concrete: \_\_\_\_\_

Masonry: \_\_\_\_\_

Metals: \_\_\_\_\_

Carpentry: \_\_\_\_\_

Roofing: \_\_\_\_\_

Hardware: \_\_\_\_\_

Flooring: \_\_\_\_\_

Painting: \_\_\_\_\_

Plumbing: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

HVAC: \_\_\_\_\_

Electrical: \_\_\_\_\_

Fire Alarm: \_\_\_\_\_

**Bid / Construction Schedule**

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**Time of Completion:**

I (we) propose to complete all work associated with or as may be required for the full and final completion of a fully operational system per the dates below or as noted in the specific scope of work:

Start Date: May 28, 2013  
Finish Date: August 16, 2013

Can complete all work associated with this project within the timeframe noted:  
Yes \_\_\_\_\_ No \_\_\_\_\_

If not, explain why: \_\_\_\_\_  
\_\_\_\_\_

**Execution:**

This proposal submitted by:

\_\_\_\_\_  
On:

\_\_\_\_\_  
Contact phone number and person in the event of questions:

\_\_\_\_\_  
Fax number and person in the event of questions:

Contractor Name: \_\_\_\_\_

Mailing address:

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Email address:

---

If applicable, please check appropriate box:

SBE       MBE       DBE       WBE  
End of Document

## WESLEYAN UNIVERSITY MASTER PURCHASE AGREEMENT

This Agreement, entered into as of \_\_\_\_\_, \_\_\_\_ (the "Effective Date") between **Wesleyan University** with an address of 237 High Street, Middletown, CT 06459 ("Buyer") and \_\_\_\_\_ with an address of \_\_\_\_\_ ("Seller"), represents specific agreements which will apply to the products and/or services listed in Schedule A hereto, ("Products/Services"), purchased by Buyer from Seller. Purchases hereunder may be made either on Buyer's standard purchase order or via electronic commerce, hereinafter referred to as "Orders". The terms and conditions of this Agreement shall apply to any such Orders and any provision of products or services by Seller whether or not this Agreement is expressly referenced therein.

- I. **Scope of Agreement.** The Seller shall furnish all Products/Services listed in Schedule A. All costs to Buyer are identified in Schedule A.
- II. **Term.** This Agreement shall be effective for a period of \_\_\_\_\_ from the Effective Date and may, upon written notice to Seller, be renewed by Buyer for \_\_\_\_\_ additional periods of \_\_\_\_\_ thereafter.
- III. **Quantities and Delivery.** Delivery of Products/Services and any related output or reports shall be in accordance with Schedule A and the terms set forth in Buyer's Orders and instructions unless otherwise agreed to by Buyer. All shipments are F.O.B. Destination and shall be made with Buyer designated carriers, and shall include all necessary documentation including, but not limited to, any documentation specified on Schedule A. Title and Risk of Loss to and with respect to the Products will pass from Seller to Buyer upon satisfactory delivery at Destination. Seller and Buyer acknowledge and agree that time shall be of the essence of this Agreement.
- IV. **Invoice and Payment.** Terms are Net Forty-Five (45) days from date of invoice. The purchase price shall include any and all taxes, duties, freight, insurance, and all other similar costs. Seller recognizes that Buyer is a non-profit corporation organized under the laws of the State of Connecticut. Seller warrants that the prices for the Products/Services sold to Buyer under this Agreement are not less favorable than those currently extended to any other customer for similar goods in similar quantities and services in similar transactions. Buyer may pay the purchase price in cash, check or via credit/purchasing card.
- V. **Changes.** Buyer shall have the right to change specifications and instructions as to any Products/Services covered by this Agreement and Seller agrees to comply with such change notices. If such changes result in a decrease or increase in Seller's cost or in the time of performance, an adjustment in the price and time for performance will be made as mutually agreed upon in writing. Unless Seller presents to Buyer an itemized statement of claim against Buyer within twenty (20) days after the receipt of notice of such change, Seller shall be conclusively deemed to have waived all claims against Buyer with respect to such change.
- VI. **Quality and Inspection.** Payment for the Products/Services delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect such Products/Services within a reasonable time after delivery, but such inspection does not relieve Seller of its obligations under this Agreement. Buyer shall have the right in its sole discretion to reject any and all Products/Services that are in its sole judgment defective or nonconforming and the same may be returned to Seller at Seller's expense.
- VII. **Warranty.** SELLER EXPRESSLY WARRANTS TO BUYER THAT ALL PRODUCTS/SERVICES COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS OR OTHER DESCRIPTION UPON WHICH ANY ORDER IS BASED, SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABILITY, OF GOOD MATERIAL AND WORKMANSHIP AND SHALL BE FREE OF ANY CLAIM OF ANY THIRD PARTY. SELLER WARRANTS THAT ALL SUCH GOODS OR SERVICES SHALL CONFORM TO ANY STATEMENTS MADE ON THE CONTAINERS OR LABELS OR ADVERTISEMENTS FOR SUCH PRODUCTS/SERVICES. THIS WARRANTY SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS AND CUSTOMERS AND USERS OF ITS PRODUCTS. SELLER WARRANTS AND AGREES THAT ALL PRODUCTS/SERVICES AND SPECIFICATIONS FURNISHED BY IT HEREUNDER AND THE USE THEREOF DO NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

- VIII. Assignment/Subcontracting.** Neither this Agreement nor any interest herein may be assigned or subcontracted by Seller without the prior written consent of Buyer.
- IX. Compliance with Laws.** Seller represents and warrants to Buyer that it is in compliance with all relevant laws and regulations and that the Products/Services to be provided hereunder will be manufactured and provided in compliance with all relevant laws and regulations.

Seller has been provided and has read and understands the current version of the Wesleyan University Employment Code for Service Contractors effective September 1, 2000 and agrees to be bound by the terms thereof on behalf of itself, its employees, subcontractors and agents.

Seller a) understands that Buyer is involved in contractual relationships with the State of Connecticut and b) has read and understands the provisions of Sections 4a-60 and 4a-60a of the Connecticut General Statutes regarding nondiscrimination and affirmative action (the "Nondiscrimination Provisions"). As a required prerequisite to entering into this Agreement, Seller understands and agrees to be bound by the terms of the Nondiscrimination Provisions, all of which are incorporated herein by reference.

- X. Termination and Cancellation.** Buyer by thirty (30) days' advanced written notice to Seller may terminate this Agreement for the sole convenience of Buyer with respect to any or all portion of the Products/Services not delivered at the time notice of such termination is given to Seller. In the event Buyer gives such notice, Seller shall immediately stop all work hereunder. Without limiting the foregoing, Buyer may terminate this Agreement immediately if Seller becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors or fails to perform any of its obligations under this Agreement.
- XI. Inconsistent Terms.** Terms of this Agreement shall govern over terms on Seller's quotation or any other Buyer document.
- XII. Indemnity.** Seller agrees to protect, defend, hold harmless and indemnify Buyer, its officers, trustees, employees, agents, students and invitees from and against any and all claims, actions, liabilities, losses, costs, damages and expenses arising out of or related to (a) any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in such Products/Services, whether latent or patent, including without limitation actual or alleged improper construction or design of such Products/Services except to the extent solely and directly attributable to materials, designs or specifications provided by Buyer, (b) the failure of such Products/Services to comply with specifications or with any express or implied warranties of Seller, (c) any breach of the terms of this Agreement or any actual or alleged violation in connection with such Products/Services or the manufacture, possession, use or sale thereof, of any law, statute or ordinance or any governmental administrative order, rule or regulation, or (d) any action or inaction of Seller, its employees, agents, subcontractors, etc. in any way related to this Agreement.
- XIII. Status of Parties; Insurance.** All services rendered by Seller hereunder shall be by Seller as an independent contractor, and this Agreement does not create a joint venture, partnership, or an employer-employee relationship between Buyer and Seller. Seller shall obtain and maintain, at its expense, all necessary insurance coverage, including without limitation, public liability, product liability, auto and workers' compensation insurance as set forth on Schedule B attached hereto. All such policies shall provide that the required coverage shall not be terminated without at least thirty (30) days' prior written notice to Buyer.
- XIV. Responsibility for Damage.** Seller shall repair and restore to its original condition any equipment, materials, items, premises, etc. damaged in any way by Seller's operations. Seller shall be entirely responsible for any loss or damage to its own equipment, materials, items, premises, etc.
- XV. Complete Agreement.** This Agreement, any attachments, exhibits or schedules hereto, all related Orders and any items incorporated herein or therein by reference, contain the entire agreement between Buyer and Seller, and no other agreement shall be binding upon Buyer unless agreed to by Buyer in writing subsequent to the date of this Agreement. The unenforceability in whole or in part of any term or condition of this Agreement shall not affect the enforceability of any other parts of this Agreement.

- XVI. Applicable Law & Jurisdiction.** This Agreement shall be governed by the laws of the State of Connecticut, United States of America, without regard to application of conflicts of laws principles that would require the application of any other law. Seller hereby submits to the exclusive jurisdiction of the Courts located in or serving Middletown, Connecticut.
- XVII. Remedies.** Buyer's remedies shall be cumulative and remedies specified herein do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same or other provision. Buyer may set off any amount due from Seller to Buyer or any subsidiary of Buyer, whether or not under this Agreement, against any amount due Seller hereunder.
- XVIII. Confidential Information.** All information or data furnished by Buyer to Seller in connection with the performance of this Agreement, including but not limited to Buyer's name and identity, logos, etc. are the exclusive property of Buyer and such information and data shall not be disclosed to others nor used for any purpose other than in accordance with this Agreement without the prior written consent of Buyer.
- XIX. Gifts.** Buyer policy prohibits Buyer trustees, employees and affiliates from accepting any gifts, gratuities or other benefits beyond a token value from any supplier or potential supplier to Buyer. Any payment of cash or cash equivalents (gift certificates, etc.) by a supplier to any Buyer employee is strictly prohibited. Buyer employees are required to report any gifts offered or given that are not in compliance with this policy. Similarly, if a Buyer employee solicits a payment or inappropriate gift from any supplier or potential supplier, the supplier should immediately report the violation to the employee's immediate supervisor. A supplier who receives solicitations from any individual should report the matter to the Buyer's Procurement Manager at the address first listed above.
- XX. Conflicts of Interest.** All Buyer employees are expected to avoid any interest or association which interferes, might interfere, or might be thought to interfere with the employee's independent exercise of judgment in Buyer's best interest. A conflict of interest may exist where the employee, any member of his or her family or any close personal relation (i) has a financial interest in, or obligation to, an actual or potential competitor, supplier or customer; (ii) is a principal, officer or representative of a supplier or customer with whom the employee conducts business on Buyer's behalf; or (iii) accepts gifts of more than token or nominal value from an actual or potential competitor, supplier or customer. Buyer employees are required to disclose any possible conflicts of interest to the general managers of the applicable company or division, or to the applicable corporate department head. Similarly, Seller employees are required to disclose any possible conflict of interest to the Buyer employee(s) with whom they are negotiating or, if the possible conflict involves such persons, to the appropriate Buyer general manager or department head.
- XXI. Additional Privacy Provisions.** a) Seller agrees that, in performing its obligations under this agreement, Seller shall comply with all requirements of a non-affiliated third-party who receives a financial institution's consumer or customer information under the Gramm-Leach-Bliley Act of 1999 and applicable regulations (the "GLB") and other applicable federal or state consumer privacy laws, rules or regulations.
- b) Seller acknowledges that certain information about the Buyer's students may become available to Seller and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related Buyer policies unless valid consent is obtained from the applicable students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and Buyer policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- XXII. Authority.** Seller's representative signing below verifies that they have read this complete Agreement, understand its contents, and have full authority to bind and hereby bind Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first above written.

WESLEYAN UNIVERSITY (Buyer)

[ \_\_\_\_\_ ] (Seller)

By: \_\_\_\_\_

By: \_\_\_\_\_



Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule A

Description of Products / Services and Pricing

Products

<b>Name/Description</b>	<b>Part or Identifying Number</b>	<b>Purchase Price (full cost to Buyer)</b>	<b>Brand if any</b>	<b>Other</b>

Services

<b>Description</b>	<b>Purchase Price (full cost to Buyer)</b>

Schedule B

**Wesleyan University  
VENDOR & CONTRACTOR INSURANCE REQUIREMENTS  
EFFECTIVE October, 2012**

During the term of this Agreement the Seller shall carry and maintain at its own cost and expense the types of coverage listed. The Seller shall maintain such coverage with insurers licensed to do business in the State of Connecticut and approved by the Buyer.

The minimum amounts of insurance coverage to be provided by Seller hereunder shall be the greater of the amounts required by law and the following minimum amounts:

Insurance Coverages

Minimum Coverage

<u>Comprehensive General Liability Insurance. To include: Bodily Injury, Broad Form Property Damage, Liquor Liability with limits of not less than \$1,000,000 per occurrence, personal injury groups A, B, and C with employee exclusion deleted, Products and Completed Operations, and Contractual Liability</u>	\$1,000,000 <sup>aa</sup> Combined single limit.
<u>Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement</u>	Full statutory limit each accident; Employers Liability coverage of \$100,000 each accident bodily injury by accident/\$500,000 policy limit bodily injury by disease/\$100,000 each employee bodily injury by disease or as required by Umbrella policy.
<u>Comprehensive Motor Vehicle Liability Insurance</u>	Including owned, non-owned and hired automobiles used in connection with the activities undertaken under this agreement with combined single limit of \$1,000,000 for property damage and bodily injury per occurrence.
<u>Excess Umbrella Coverage</u>	\$5,000,000 each occurrence. The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).

**Seller agrees that:**

1. "Wesleyan University, its officers, agents, servants and/or employees" shall be named as an Additional Insured under the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies and sent a copy of the endorsements to those policies;
2. Buyer may inspect such policies at all times;
3. Seller will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Buyer thirty (30) days written notice of termination, alteration, or change therein;
4. Seller will cause the insurance company or companies to furnish Buyer with certificate(s) of insurance to be delivered to Buyer prior to the execution of this Agreement, Seller shall be liable to the Buyer for the consequences of Seller's delay in obtaining the required insurance policies and coverages. Each insurance certificate must state that the insurance carrier is required to give Seller thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverages or liability limits of any insurance policy. Seller's insurance certificate(s) shall also include "Wesleyan University, its officers, agents, servants and/or employees" as an Additional Insured in a conspicuous location.
5. Seller shall submit for review by Buyer upon Buyer's request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If Seller fails to maintain such insurance or deliver said certificates or policies, Buyer may terminate this Agreement upon not less than thirty (30) days written notice unless Seller corrects the deficiency within thirty (30) days.
6. The Commercial General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies required in this paragraph shall state that such policies are primary and non-contributory with any insurance maintained by Wesleyan University.
7. The Workers' Compensation policy required in this paragraph shall contain an endorsement waiving any and all subrogation rights and any rights to bring any and all Intervening Complaints in any third party actions as to the Buyer, its officers, agents, servants and/or employees.

aa – Buyer may require increased general liability coverage and/or other insurance coverage for select projects, including but not limited to environmental projects.



# AIA Document A101 -1997™

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the **Twentieth** day of **February** in the year of **Two Thousand Thirteen**  
(In words, indicate day, month and year)

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

**Wesleyan University**  
170 Long Lane  
Middletown, CT 06459

Telephone Number: 860-685-3476  
Fax Number: 860-685-3101

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

The Project is:  
*Wesleyan University*  
*CFA A Rehearsal Hall*  
*HVAC Replacement*  
*Middletown CT 06457*

The Engineer is:  
*Rob Jorgensen, PE*  
*Saren Engineering, Inc.*  
*270 Farmington Avenue*  
*Farmington, CT 06032*

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.

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; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

N/A

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

§ 3.3 The Contractor shall achieve Final Completion of the entire Work as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Final Completion Date  
**August 16, 2013**

subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

NONE

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 **TBD**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

**TBD**

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, 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 Monthly, ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the last day of the month, the Owner shall make payment to the Contractor no later than 45 days after the application for payment has been reviewed and approved by the Owner. Should modifications by the Contractor be required to the Application for Payment, the Owner shall make payment to the Contractor not later than 45 days after receipt of the corrected Application for Payment. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. 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 Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of zero percent ( 0% ). Contractor shall incorporate in schedule of values, a line item for project closeout in the amount of 5% of the contract sum. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add 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), less retainage of zero percent ( 0% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the

Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

§ 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 Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### NOT APPLICABLE

## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 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.)*

( **ZERO** ) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 The Owner's representative is:

*(Name, address and other information)*

**Roseann Sillasen, Wesleyan University, 170 Long Lane, Middletown CT 06457**

**[rsillasen@wesleyan.edu](mailto:rsillasen@wesleyan.edu); 860/ 685-3476 office**

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

**TBD**

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without **21 days** written notice to the other party.

§ 7.6 Other provisions:

**TBD**

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **plans 2/15/2013; project manual 1/4/2013** as noted below:

Document	Title	Pages
00800	Supplementary Conditions	<b>51</b>

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

**See table of contents section 00010**

§ 8.1.5 The Drawings are dated as noted and are as follows:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

**See drawing list section 00020**

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

**All exhibits and attachments noted in the table of contents, section 00010**



This Agreement is entered into as of the day and year first written above and is executed in at least two original copies, of which one is to be delivered to the Contractor, one to the Owner.

OWNER *(Signature)*

John C. Meerts, Vice President for Finance and Administration

---

*(Printed name and title)*

OWNER *(Signature)*

Joyce Topshe, Associate Vice President for Facilities

---

*(Printed name and title)*

CONTRACTOR *(Signature)*

---

*(Printed name and title)*

# DRAFT AIA<sup>®</sup> Document A201<sup>™</sup> - 1997

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address):

Wesleyan University, Major Maintenance FY14 HVAC Replacement  
CFA A – Rehearsal Hall  
Middletown, CT 06459

THE OWNER:

(Name and address):

Wesleyan University  
170 Long Lane  
Middletown, CT 06459

THE ARCHITECT:

(Name and address):

Saren Engineering, Inc  
270 Farmington Avenue  
Farmington, CT 06032

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### ADDITIONS AND DELETIONS:

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

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

This document has been approved and endorsed by The Associated General Contractors of America

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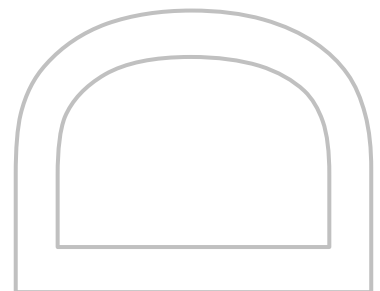
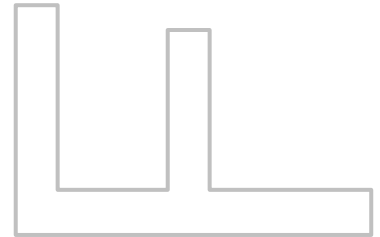
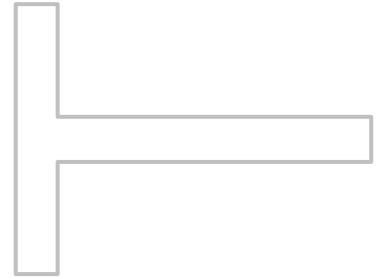
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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

#### § 1.1.2 THE CONTRACT

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

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

### § 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.

§ 1.2.2 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 which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which 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

§ 1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 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.

### § 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or

continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the

Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

§ 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 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which 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 AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 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;
- .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 in sufficient time to avoid delay in the Work.

### § 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. Important

communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review 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

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

### § 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. 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 which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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



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

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

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### § 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

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

### § 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, 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 which would otherwise exist as to a party or person described in this Section 3.18.

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

## ARTICLE 4 ADMINISTRATION OF THE CONTRACT

### § 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

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

### § 4.2 ARCHITECT'S 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 (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and

deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

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

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial 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 so 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.

### § 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 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.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

#### § 4.3.7 Claims for Additional Time

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

§ 4.3.7.2 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.

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

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

§ 4.3.10 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 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

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



§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 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 prior to resolution of the Claim by the Architect, by mediation or by arbitration.

#### § 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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

#### § 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

§ 4.6.5 Claims and Timely Assertion of Claims. 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.

§ 4.6.6 Judgment on Final Award. 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.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

## § 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which 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 which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 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.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

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

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

### § 6.2 MUTUAL RESPONSIBILITY

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



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

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

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

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

### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

### § 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 7.3.6.

§ 7.3.4 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. 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 7.3.6 shall be limited to the following:

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

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

§ 7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

#### § 7.4 MINOR CHANGES IN THE WORK

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

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 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.

### § 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to

payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which 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 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;

- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

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

## § 9.6 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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

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

## § 9.7 FAILURE OF PAYMENT

§ 9.7.1 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.



## § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the

final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

§ 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 load or permit any part of the construction or site to be loaded so as to endanger its safety.

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.



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

#### § 10.6 EMERGENCIES

§ 10.6.1 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 Section 4.3 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

#### § 11.2 OWNER'S LIABILITY INSURANCE

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

#### § 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

#### § 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

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

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

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

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

## § 11.5 PERFORMANCE BOND AND PAYMENT BOND

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

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

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

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance 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 which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which 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 which the Contractor might have 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

§ 12.3.1 If the Owner prefers to accept Work which 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

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

### § 13.5 TESTS AND INSPECTIONS

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

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



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

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

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

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

### § 13.6 INTEREST

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

### § 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

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

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

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work

by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

- .1 take possession of the site and 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 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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





## SECTION 00800 - SUPPLEMENTARY CONDITIONS

### GENERAL

1. The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition, Electronic Format.
- B. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect, but only to the extent that they are not inconsistent with these Supplementary Conditions.

### ARTICLE 1 - GENERAL PROVISIONS

#### 1.1 Basic Definitions

**MODIFY** as follows:

- 1.1.1** First line, **ADD** the following after the words "The Contract Documents consist of":

the Invitation to Bid (if any), Notice and Instructions to Bidders (if any), Bid Proposal, but only to the extent accepted by the Owner, Performance and Payment Bonds,

**DELETE** the last sentence.

**ADD** the following:

- 1.1.1.1** Wherever the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription" of the Owner's Representative is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "accepted to", or "satisfactory to" the Owner's Representative, unless otherwise expressly stated.

- 1.1.1.2** Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents accompanying this Contract unless stated otherwise. The word "provide" as used herein with respect to the work shall be understood to mean "provide complete in place", that is, "furnished and installed."

- 1.1.1.3** All personal pronouns and titles used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa as applicable. Titles of Articles, Paragraphs, and Subparagraphs are for convenience only, and neither limit nor amplify the provisions of this Contract in itself. The use herein of the word “including” with respect to the work, when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters, set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as “without limitation”, or “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all items or matters that could reasonably fall within the scope of such general statement, term or matter.

## **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**ADD** the following to Subparagraph 1.2.1:

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

- .1 The Agreement.
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 The Supplementary Conditions.
- .4 The General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum (1) the better quality and greater quantity of work shall be provided in accordance with the Architect's interpretation and (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 3.2 and 3.7. In addition, the Contractor agrees that

- .1 On the Drawings, large scale drawings shall take precedence over small scale drawings.
- .2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

- .3 If any change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed information (Request for Information "RFI") describing such departure for approval by the Architect before making the change.

**ADD** the following Subparagraph to Paragraph 1.2:

**1.2.4** The Sections of Division 1 - General Requirements of the Specifications govern the execution of work of all Sections of the Specifications.

**ADD** the following Subparagraph to Paragraph 1.2:

**1.2.5** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, informed himself fully of the nature and conditions and peculiarities relating to the construction site and the conditions under which the Work is now or shall be performed and correlated personal observations with requirements of the Contract Documents.

**1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.**

**ADD** the following subparagraph to Paragraph 1.6.1:

- 1.6.1.1** The Contractor may obtain electronic copies of the Drawings for his use, only for this project. In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Architect, the Contractor and its agents covenant and agree that all such drawings and data are instruments of service of the Architect, who shall be deemed the author of the drawings and data, and shall retain the common law, statutory law and other rights, including copyrights. The Contractor and its agents further agree not to use these drawings and data, in whole or in part for any purpose or project other than the project indicated. The Contractor and its agents agree to waive all claims against the Architect, resulting in damage, liability or costs, or loss of any kind, from any unauthorized changes or reuse of the drawings and data for this project or any other project, by anyone other than the Architect. In addition, the Contractor and its agents agrees to the fullest extent permitted by law to indemnify and hold the Architect and Owner harmless from any damage, liability or costs, including reasonable attorneys fees and costs of defense arising from any changes made by anyone other than the Architect or from any reuse of the drawings and data without prior written consent of the Architect.

~~The cost of providing electronic drawings for this project is \$20.00 per sheet.~~

ADD the following Paragraph:

**1.7 Compliance With Laws**

**1.7.1** In performing its obligations under this Contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Work, location of the Work, or the Contract.

**1.7.2** Whenever the requirements of the Contract Documents exceed the standards imposed under any laws, ordinances, rules, regulations, and order of any governmental body having jurisdiction over the Work, the Contract Documents shall take precedence.

**1.7.3** During the performance of this contract, the Contractor agrees as follows:

.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

.3 The Contractor will send to each labor union or representative of workers with whom a collective bargaining agreement or other contract or understanding has been entered into, a notice, to be provided, advising said labor union or workers' representative of the Contractor's commitments under any applicable nondiscrimination laws, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- .4 The Contractor will comply with all provisions of any applicable nondiscrimination laws and the regulations and relevant orders of the United States Secretary of Labor and the State Commission on Human Rights and Opportunities (the "Commission").
- .5 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Authority assisted construction contracts and such other sanctions may be imposed and remedies invoked as provided by regulations, or as otherwise provided by laws.
- .6 The Contractor will include the provisions of Paragraphs (1) through (5) in every subcontract or purchase order unless exempted; so that such provisions will be binding upon each Subcontractor or vendor.

## **ARTICLE 2 - OWNER**

### **2.1 Definition**

**ADD** the following:

- 2.1.1.1** The terms "Owner" or "University" refer to Wesleyan University of Middletown, Connecticut.
- 2.1.1.2** The Owner's Representative shall be the Associate VP of Facilities, or his or her designee. All contact and communication with the Owner shall be through the Associate VP of Facilities or his or her designee. The Owner on certain projects, may also retain the services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner's Representative and/or the Architect. Should this occur, the Contractor shall be advised in writing, as appropriate, of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.

**MODIFY** as follows:

- 2.1.2 DELETE** this Subparagraph.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**MODIFY** as follows:

**2.2.1 DELETE** this Subparagraph.

**2.2.2 DELETE** this Subparagraph.

**ADD** the following Clause to Subparagraph 2.2.3:

**2.2.3.1** Data concerning site, size, access to site, staging and storing, present obstructions on or near the site, conditions of existing adjacent structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions, has been obtained and made available to Contractor to the extent reasonably available and from sources Owner believes reliable. Accuracy reliability or completeness of such data, however, is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at Contractor's sole risk and expense.

**DELETE** Subparagraph 2.2.5 and substitute the following:

**2.2.5** The Contractor will be furnished free of charge **1 electronic** copy of Drawings and Project Manuals. Printed sets will be furnished upon special request.

### **ARTICLE 3 - CONTRACTOR**

#### **3.1 General**

**MODIFY** as follows:

**ADD** the following:

**3.1.4** The Contractor shall purchase and shall maintain on site the latest code manuals applicable to the work. At a minimum the Contractor shall purchase and shall maintain the 2003 IBC, 2005 CT State Fire Code, 2003 ICC Fire Code, NFPA 101 Life Safety Code, NFPA-1 Integrated Code, 2005 CT Building Code, 2009 amendments to the 2005 State Building Code, the latest version of NECA, and the latest version of the IMC. ~~These manuals shall become the property of the owner at the completion of the project.~~

#### **3.2 Review of Contract Documents and Field Conditions by Contractor**

**MODIFY** as follows:

**3.2.1** Lines nine and ten after the word "Architect" **ADD** "and Owner."

**3.2.2** Line two, after the word “Architect” **ADD** “and Owner.”

**ADD** the following:

**3.2.4** After any error, inconsistency or omission in the Contract Documents is reported by Contractor to Architect and Owner or is discovered by Architect or Owner, the Contractor shall not proceed with any portion of the Work so affected without the Owner’s written approval of the Architect’s modification of that portion of the Contract Documents.

**3.2.5** In the event of a conflict between portions of the Contract Documents, Contractor shall ask for a written decision from the Owner resolving the conflict. The Owner may delegate to the Architect the responsibility for preparation of such a decision, in which event the Owner must approve the Architect’s decision in writing prior to the Contractor proceeding in reliance thereon.

### **3.4 LABOR AND MATERIALS**

**DELETE** Subparagraph 3.4.2 and substitute the following Subparagraphs:

**3.4.2** After the Contract has been executed, the Architect and Owner will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements, Division 1 of the Specifications. By making requests for substitutions, the Contractor:

**3.4.2.1** represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

**3.4.2.2** represents that the Contractor will provide the same warranty for the substitution that the Contractor would have provided for that specified;

**3.4.2.3** certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and,

**3.4.2.4** shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

**3.4.2.4** shall make requests for substitutions, if any are to be requested, within 45 days of execution of contract.

**3.4.2.5** agrees that no substitutes shall be considered except upon written approval by the Owner. No time extension shall be allowed nor any responsibility assumed by the Owner when the Contractor submits a request for a substitution, whether such request is approved or denied. Approval by the Owner of any such substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional time, liability or costs incurred by other trades for changes made necessary to accommodate the substituted item.

### 3.4 Labor and Materials

**ADD** the following:

- 3.4.3.1 Smoking is strictly prohibited inside or adjoining any building or structure and within any work area. Smoking is prohibited within 25 feet of the perimeter of all University buildings. At the sole discretion of Wesleyan University a smoking area may be designated on particular projects. The introduction or use of drugs, spirituous or intoxicating liquors, on or about the Work embraced in this Contract or on any of the Owner's properties is strictly prohibited and shall be grounds for termination.
- 3.4.3.2 The Contractor shall be fully responsible to the Owner for the acts of his Subcontractors or vendors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts of persons directly employed by the Contractor.
- 3.4.3.3 Privacy: The Contractor shall conduct all work of the Contract with the maximum effort to maintain the privacy of the Owner's operations, students and staff. When working in occupied areas the Contractor shall not permit workers to peer into other University areas which may be visible from the work area. Invasion of privacy is a major infraction of the work rules.
- 3.4.3.4 General Conduct and Demeanor: All construction workers shall treat all other construction workers, Owner's staff, students and the public professionally and with respect and courtesy.
- 3.4.3.5 Physical Appearance: The Contractor shall require each worker to dress appropriately in a clean, neat and professional manner.
- 3.4.3.6 Radios and Television: The use of entertainment devices including personal devices with headphones or earphones is strictly prohibited at all times. The Contractor shall control the volume of communication radios and loudspeakers to avoid creating a nuisance.
- 3.4.3.7 Language: The use of foul, abusive or sexually suggestive language is strictly prohibited.



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- 3.4.3.8 Loud Conduct: Screaming, yelling and unnecessary loud conduct is strictly prohibited.
- 3.4.3.9 Physical Actions: Running, horseplay, fighting and other unprofessional conduct is strictly prohibited. Fighting is a major infraction of the work rules.
- 3.4.3.10 Stealing: Stealing of materials, objects, furnishings, equipment, fixtures, supplies or other items is prohibited and a major infraction of the work rules.
- 3.4.3.11 Sexual Harassment: All forms of physical and verbal sexual harassment including, without limitation: touching, whistling, sexually explicit jokes, drawings, photos, and representations; exhibitionism; and all other sexually oriented offensive behavior is strictly prohibited and a major infraction of the work rules.
- 3.4.3.12 Warnings and Dismissal: For minor infractions of the rules, the Owner may issue a warning. One warning will be allowed per worker, and the second infraction shall result in the immediate dismissal of the worker from the Owner's property. For major infractions such as invasion of privacy, the worker shall be dismissed immediately without warning and possibly subject to criminal prosecution.
- 3.4.3.13 Notification of Workers: The Contractor shall clearly notify and educate each worker about these Work Rules and the requirements for worker appearance and conduct. The Contractor shall document that all persons on site have been notified of these rules and shall transmit this documentation to the Owner.

### 3.5 WARRANTY

**ADD** the following Clause to 3.5.1:

- 3.5.1.1** The Contractor shall submit, prior to the Application for Payment of that item, statements from materials and systems manufacturer's, that the materials and systems manufacturer's accept the conditions and requirements for warranties for their product or system. Failure to submit to the Owner the manufacturer's acceptance of any special conditions required by the Architect or Contract shall justify the withholding of, approval for payment for those materials or systems, including all labor to install or related overhead or profit charges.

**ADD** the following Subparagraphs 3.5.2 and 3.5.3:

**3.5.2** The Contractor shall obtain written warranties from the manufacturer and installer and deliver them to the Architect and Owner no later than the time at which the work covered by the warranty was delivered and installed.

**3.5.3** Unless otherwise specified, the Contractor shall warrant (guaranty) all Work against defects resulting from the use of material, workmanship, or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty shall be in effect for one year from the date of issuance of the Certificate of Substantial Completion for the Project or designated portions thereof and shall be in addition to, and not a substitute for, any other rights of Owner under the Contract Documents or existing in law. All other or additional manufacturer's or installer's warranties shall be passed through to the Owner.

### **3.6 Taxes**

**DELETE** Subparagraph 3.6.1 and **SUBSTITUTE** the following:

**3.6.1** Wesleyan University is a tax-exempt institution of higher education. The Contractor shall become familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the price for any work performed. A Sales Tax Certificate is available from the Owner upon written request.

### **3.7 PERMITS, FEES, AND NOTICES**

**MODIFY** as follows:

**3.7.3** First sentence, **ADD** the following to the end of the sentence:

“unless such laws, statutes, ordinances, building codes and rules and regulations bear upon the proper performance of the Work.”

**ADD** the following:

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

**3.7.6** The Contractor must apply and bear the cost for all applicable building permits from boards and agencies of the City of Middletown.

**3.7.7** Before commencing the Work, the Contractor must submit a letter stating that the Contractor has obtained all required permits, and listing such permits. The cost of obtaining such permits shall be included by the Contractor in its lump sum bid.

### **3.8 ALLOWANCES**

Add the following to the end of Subparagraph 3.8.2.2:

". . . except when installation is specified as part of the allowance in the General Requirements, Division 1, of the Specifications."

### **3.9 SUPERINTENDENT**

**ADD** the following Subparagraph:

**3.9.2** The Contractor's site representatives shall be subject to approval by the Owner, based upon credentials to be submitted by Contractor, and such representatives shall be changed only with consent of Owner. If for any reason Contractor's representatives are unsatisfactory, and upon request of Owner, other qualified representatives shall be substituted by the Contractor without any additional Charges.

**ADD** the following:

**3.9.3** The Superintendent, who shall be subject to approval by the Owner, may not be replaced before completion of the Work without concurrence from the Owner.

**3.9.4** As used in this entire Paragraph, "Superintendent" includes the project manager as well as the superintendent.

### **3.10 Contractor's Construction Schedules**

**MODIFY** as follows:

**3.10.1** First sentence, **DELETE** the words "promptly after being awarded the Contract," and **SUBSTITUTE** "within 15 days of the Contract Award or at the Preconstruction Meeting, whichever occurs first,"

**3.10.2** Line one, after the word "Architect's" **ADD** "and Owner's." Line three, after the word "Architect" **ADD** the words "and Owner."

**ADD** the following:

- 3.10.4** The Contractor shall submit, prior to the first Application for Payment, the Contractor's Construction Schedule.

### **3.11 Documents and Samples at the Site**

**ADD** the following:

- 3.11.2** In addition, the Contractor shall indicate on the drawings all new pipe, ductwork and conduit runs which are concealed in the floor slabs, walls, ceilings, etc. In addition, the Contractor shall indicate on the as built drawings all existing pipes, ductwork and conduits that have been reused to the extent the locations can be reasonably determined in the field.

The Contractor shall indicate on the drawings the electrical distribution panel and circuit number supplying each item installed or reconnected, with diagrammatic lines showing sequence of connections.

### **3.12 Shop Drawings, Product Data and Samples**

**MODIFY** as follows:

- 3.12.2** Line two, after the word "brochures" **ADD** "Materials Safety Data Sheets (MSDS) or Global Harmonization System (GHS) Material Data Sheets."
- 3.12.4** Line five, six, and eight, **ADD** "and Owner" after "Architect."
- 3.12.5** Line two and six, after "Architect" **ADD** "and Owner."
- 3.12.7** Line three, after "Architect" **ADD** "and Owner."
- 3.12.8** Lines three and nine after "Architect's" **ADD** "or Owner's." Lines four and five after "Architect" **ADD** "and Owner."
- 3.12.9** Line three, after "Architect" **ADD** "or Owner." Line three after "Architect's" **ADD** "or Owner's."
- 3.12.10** Line fourteen, after "Architect" **ADD** "and Owner."

**ADD** the following:

- 3.12.5.1** The Contractor shall certify, by stamping, signing and dating all submittals, that it has reviewed the submittals to assure

conformance to the Contract Documents. Submittals made to the Architect without evidence of the Contractor's review for conformance may be returned for resubmission.

### 3.13 Use of Site

**ADD** the following:

**3.13.2** Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the site or premises where the Work is to be performed.

**3.13.3** The Work in this Contract must not interfere with the Owner's normal, continuous and safe operation of the buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner directed by the Architect or Owner's Representative as a part of the Contract.

This Project shall be executed in a series of phases. The Contractor shall incorporate the needs of the Owner into the phasing plans. The parties will endeavor to identify all interferences prior to completion of the phasing plans. If interference appears possible because of new connections to existing work or other reasons, the Work involved will be done at a time and in a manner directed by the Architect or Owner's Representative.

The Contractor shall execute the work in such a manner as to minimize disruption to surrounding businesses. The Contractor shall work with the Owner to determine parking and work strategies so as to minimize disruption.

**3.13.4** The Contractor shall comply with the following procedures when working in occupied areas including, dormitories, classrooms, hallways and office spaces:

.1 Notification: The Contractor shall notify the Owner at least five (5) business days prior to commencing work in an occupied office, classroom and other areas. This notification shall include a detailed description of proposed work and suggestions for minimizing or eliminating any impact on educational activities.

.2 Overhead Work: There shall be no overhead work (e.g. demolition, HVAC ductwork, electrical) performed directly over occupied spaces without Owner's express consent.

**3.13.5** The Contractor shall produce a site mobilization plan for the

Owner's review and approval before beginning operations on site.

### 3.14 Cutting and Patching

**ADD** the following:

- 3.14.3** Written permission shall be obtained from the Architect/Engineer before cutting beams, arches, lintels or other structural members not already indicated to be modified in the Contract Documents.

### 3.15 Cleaning Up

**MODIFY** as follows:

- 3.15.1** Line one, after "shall" **ADD** "on a daily basis."

**ADD** the following:

- 3.15.3** Burning of rubbish at the Project site or in the surrounding area is prohibited. The Contractor shall provide for removal of rubbish at least once per week, at its own cost and expense. The Contractor shall maintain the premises in a debris-free condition at the end of each day.

### 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

**ADD** the following to the end of Subparagraph 3.17.1:

". . . In the event of legal action arising out of such infringement for which the Contractor is responsible and which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor."

### 3.18 Indemnification

**DELETE** Subparagraph 3.18 and **SUBSTITUTE** the following:

- 3.18.1** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its consultants, agents, and employees from and against all claims, damages, losses, liabilities, obligations, settlements or costs, whether direct, indirect or consequential (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court and arbitration costs incurred by Owner) arising out of or resulting from any failure to perform the Work or any breach of the Agreement or Contract or any breach of a duty imposed by law on Contractor, provided that any such claim, damage, loss or expense is

expense is caused in whole or in part by any act or omission of the Contractor, or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the Work, or by anyone for whose acts Contractor may be legally liable, regardless of whether or not it is caused in part by a party indemnified hereunder (with the exception only for any negligence of the Owner, or those for whom the Owner is liable, that is prohibited from the scope of this clause by Conn. Gen. Stat. § 52-572k as it may be amended from time-to-time.)

**3.18.2** Contractor further agrees to indemnify, defend and hold harmless Owner and its consultants, agents and employees from all claims, damages, losses, liabilities, obligations, settlements or costs, whether direct, indirect or consequential (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court and arbitration costs incurred by Owner) arising out of or resulting from Contractor's handling, generation or disposal of any hazardous or toxic substances or materials, or for any violations of any laws, regulations or standards pertaining to safety, health or the environment.

**3.18.3** As to any and all claims against Owner or any of its consultants, agents or employees by any employee of Contractor, by any person or organization directly or indirectly employed by Contractor to perform or furnish any of the Work or to perform any part of the Agreement or Contract, or by anyone for whose acts Contractor may be liable, the indemnification obligations of Contractor under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts or insurance contracts. The Contractor further agrees to obtain, and maintain at its sole expense such general liability insurance coverage as will insure the provisions of this Indemnification clause and any other contractual indemnity obligations assumed by the Contractor in this Contract. Any claims by Owner for indemnification shall survive the termination of this Contract.

#### **ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

##### **4.1 Architect**

**DELETE** Subparagraph 4.1.1 and **SUBSTITUTE** the following:

**4.1.1** The "Architect" shall be the Design Professional designated by the Owner with such qualifications as the Owner deems proper. The term "Architect" shall also include the Design Professional's authorized representative.

**MODIFY** as follows:

4.1.2 Fourth line, **DELETE** the word “Contractor.”

4.1.3 **DELETE** the words “against whom the Contractor makes no reasonable objection and.”

## 4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT

Add the following Clause to Subparagraph 4.2.2:

4.2.2.1 Where it is provided in the Contract Documents or is otherwise required that the Contractor shall pay for services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personnel Expense plus any expenses incurred in providing such services. Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

**ADD** the following to Subparagraph 4.2.4:

In all events, the Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Contractor’s Applications for Payment.

**DELETE** Subparagraph 4.2.6 and **SUBSTITUTE** the following:

4.2.6 The Owner shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner shall have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such work is fabricated, installed or completed. The Architect shall advise and assist the Owner in performing any of the functions set forth in this Subparagraph. The Owner shall advise the Architect of any instruction or interpretations which Owner may give to the Contractor.

**MODIFY** as follows:

4.2.7 First and thirteenth lines, after “Architect” **ADD** “and Owner.”  
Fourth, Sixth, eleventh, twelfth, fourteenth, after “Architect’s” **ADD** “and Owner’s.”



**4.2.8**        **ADD** a period after the word “Directives” and **DELETE** the rest of the sentence.

**4.2.9**        Last line, **DELETE** the period and **ADD** “but in all events, the Owner shall make the final decision on whether to make payment to the Contractor in accordance with the Final Certificate of Payment.”

**4.2.10**       **DELETE** this Subparagraph.

**4.2.13**       **DELETE** the words “The Architect’s decisions” and **SUBSTITUTE** “The decisions of the Owner, with the advice and consultation of the Architect.”

### **4.3 CLAIMS AND DISPUTES**

**ADD** the following Clause to 4.3.7.2:

“ . . . There shall be no extension of the Contract time for adverse weather conditions unless the number of days of severe weather is substantially greater or conditions substantially more severe than the average for the same calendar period over the preceding five years as recorded by a recognized weather observation agency.”

**ADD** the following Clauses to Subparagraph 4.3.7:

**4.3.7.3**       No extension of the Contract Time shall be granted unless Contractor can demonstrate to Architect’s and Owner’s satisfaction, that work delayed is on the critical path of the Work.

**4.3.7.4**       The Architect and Owner shall have the right to defer his decision on any claim, made pursuant to the provisions of the Contract, until the actual effect which forms the basis of the claim may be fully assessed.

### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**ADD** the phrase “meetings of the principles” prior to the word “mediation” in the last sentence of this paragraph.

**DELETE** the portion of the first and second sentence beginning with “(1)” and ending with “and” and **ADD** the following Clause to 4.4.6:

“ . . . (1) the decision is final but subject to a meeting of the principles of the parties involved then a meeting shall be held promptly between the parties attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within 30 days and after at least three such meetings, the parties have not succeeded

in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and arbitration and . . .”

#### 4.6 ARBITRATION

**MODIFY** as follows:

**DELETE** Paragraph 4.6 in its entirety and **SUBSTITUTE** the following:

Add the following:

- 4.6.1** In addition to mediation and arbitration and prior to mediation and arbitration a meeting shall be held promptly between the parties attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within 30 days and after at least three such meetings, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. In addition and prior to any arbitration, the parties shall endeavor to settle disputes by mediation under the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Mediation shall commence, unless otherwise agreed, within the same time limits stipulated in Subparagraphs 4.4.6 and 4.5.1 for the filing of a notice of a claim in arbitration. Such time limits shall then be extended for arbitration by ten days and the duration of the mediation process."
- 4.6.2** All disputes and claims shall initially be referred to the Architect for decision in writing. After the Architect has rendered its decision, or, if the Architect fails to render a decision within 45 days after receipt of a submission of a dispute, the Owner, at its sole discretion and option, may choose to have all claims, disputes and other matters in question under the terms of this Contract be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining as administered by the American Arbitration Association or a similar alternative dispute resolution service selected by the Owner, unless the parties mutually agree otherwise. The Contractor hereby consents that arbitration arising out of or relating to this Contract shall include, by consolidation, joinder or in any other manner, additional persons not a party to this Contract, whose dispute or claim is in any manner related to the underlying dispute or claim between the parties to this Contract.
- 4.6.3** If the Owner consents to arbitration, notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the alternative dispute resolution service selected by the Owner. The demand shall be filed within sixty (60) days after the claim, dispute or other matter in question has been decided by the

Architect, and the Owner has formally consented in writing to arbitration. In no event shall the demand for arbitration be made after the date required by this Contract, or when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or by laches, whichever is earlier. In addition, if the Contractor fails to timely and properly file its demand in accordance with this paragraph, Contractor hereby waives any right to pursue in any manner any such claim, dispute or other matter in question.

**4.6.4** The venue for arbitration shall be at a locale in the Greater Hartford area, or at such other location as the Owner may agree. If the Owner consents to arbitration, the award rendered by the arbitrators shall be final and binding, and not subject to appeal, and judgment may be entered upon it in accordance with the laws of the State of Connecticut.

**4.6.5** If the Owner does not consent to arbitration, all disputes and claims, shall, after initial submission to and determination of the Architect in accordance with Paragraph 4.5.1, be subject to determination by a court of competent jurisdiction. The venue for such action shall be in Middletown, Connecticut or such other location within this State if required by law. If the Contractor fails to timely and properly commence such an action within sixty (60) days after the claim, dispute or other matter in question has been decided by the Architect, and if the Owner has not consented in writing to arbitration, then Contractor hereby waives any right to pursue in any manner any such claim, dispute or other matter in question.

## **ARTICLE 5 - SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**ADD** the following to Subparagraph 5.2.1:

**5.2.1** Substitution of a Subcontractor for one named in the Bid Documents, or substitution of a Subcontractor for any designated subtrade work bid to be performed by the Contractor's own forces, shall not be permitted, unless approved in writing by Owner in advance.

Add the following Clause to Subparagraph 5.2.1:

**5.2.1.1** Prior to commencement of the Work, the Contractor shall submit to the Owner a complete list of Subcontractors, and each such Subcontractor shall submit to the Owner (through the Contractor)

evidence satisfactory to the Owner that such Subcontractor is bondable to the extent required by the scope of such Subcontractor's portion of the Work. To facilitate and expedite the investigations of proposed Subcontractors, Sub-Subcontractors, fabricators and suppliers of materials and equipment, the Contractor, at the request of the Owner, shall submit a statement in writing in sufficient detail to establish that each has the capability, experience, reliability and uncommitted productive capacity to carry out the Work to be performed pursuant to each such proposed subcontract, sub-subcontract or procurement contract, in a manner consistent with the requirement of this Contract for Construction. All such submittals shall include a fully detailed analysis of principal personnel and organization, financial condition, construction plant, equipment and facilities. Submit a completed AIA Document A305, *Contractors Qualification Statement*.

**MODIFY** as follows:

**5.2.2** First line, **ADD** the following after the word 'entity':

who is not listed in the Bid Proposal Form and

**5.2.3** **DELETE** second and third sentences and **SUBSTITUTE** the following:

The Contractor shall not award any subcontract or any other contract for a portion of the Work to any entity which does not meet the Owner's, the Architect's, or the Contractor's reasonable criteria including, but not limited to, such entities' ability to provide acceptable bid and/or performance bonds and certificates of insurance, such entities' prior experience on projects of similar size and scope, and the existence of any prior or current litigation between such entity and the Owner, the Contractor, or the Architect, or any prior projects.

## **ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1.5** **ADD** the following new subparagraph 6.1.5:

"The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such prepurchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any prepurchased items,

unless the Contract Documents specifically provide otherwise.”

## 6.2 MUTUAL RESPONSIBILITY

Add the following Clause to Subparagraph 6.2.5:

- 6.2.5.1** If a separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.1 CHANGES

Add the following to end of Subparagraph 7.1.1:

". . . The Contractor's proposal for a change in the Work shall be itemized completely and shall include material costs and quantities; labor wages, time, insurance and pensions; equipment rental, other than small tools. There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the work delayed is on the critical path of the Project Schedule."

**DELETE** Subparagraph 7.1.2 and **SUBSTITUTE** the following:

- 7.1.2** A Change Order shall be based upon agreement by the Owner and Contractor; a Construction Change Directive may be issued without the agreement of the Contractor. All changes to the Work shall be approved by the Owner's Representative with the advice of the Architect. Except as permitted in Paragraph 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or additional to the Work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents outside of the Change Order or Construction Change Directive process described in the Contract.

### 7.2 Change Orders

**DELETE** Subparagraph 7.2.1 and **SUBSTITUTE** the following:

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

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

The signature of the Architect signifies that he has reviewed and recommends the change. However, the Architect's signature is not necessary in order for the Change Order to constitute a modification to the Contract which binds the Owner and Contractor.

**ADD** the following phrase to Subparagraph 7.2.2:

"and 7.3.6 and must include those listed in 7.3.10."

**ADD** the following paragraph at the end of the Article:

**7.2.3** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents. The Contractor's proposal for a change in the Work shall be completely itemized and shall include all material costs and quantities; labor wages, time, insurance and pensions; and equipment rental, other than small tools. Additional material, labor, equipment, overhead and profit or other items not originally included with the Contractor's Proposal shall not be reviewed by the Architect nor accepted by the Owner after the Proposal has been accepted and a Change Order issued for the Work. There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the scope of work included in the Change has a quantifiable effect (either positively or negatively) on the critical path of the Project Schedule. The Change Order will include all of the costs associated with the change in the Work and will include the following language on the Change Order form:

THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE

MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER SHALL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIM AGAINST THE OWNER ON ACCOUNT OF THIS OR ANY PRIOR CHANGE IN THE WORK.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

**MODIFY** as follows:

**7.3.1**        **ADD** the following to the end:

The signature of the Architect signifies that he has reviewed and recommends the change. However, the Architect's signature is not necessary in order for the Change Directive to be valid.

**7.3.6**        First sentence, **DELETE** the word "Architect" and **SUBSTITUTE** "Owner with the advice of the Architect." First sentence, **DELETE** the words "a reasonable allowance for overhead and profit" and **SUBSTITUTE** "an allowance for overhead and profit in accordance with Clauses 7.3.10.1 through 7.3.10.7 below." Second sentence, **DELETE** the words "as the Architect" and **SUBSTITUTE** "as the Owner with the advice of the Architect."

**7.3.7**        **DELETE** the first sentence.

**ADD** the following:

**7.3.10**        In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the total direct material, labor, and equipment cost. Utilizing the appropriate section below for the type of work and allowable percentage based upon the reasonable total direct cost of the change, calculate the appropriate overhead/profit allowance from the schedules below: (combined not compounded)

.1        For the Contractor, for Work performed by the Contractor's own forces:

\$0 to 25,000	10% overhead, 5% profit
25,001 to 50,000	12% combined overhead and profit
50,001 and up	7% combined overhead and profit

.2        For the Contractor, for Work performed by the Contractor's Subcontractor:

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\$0 to 15,000	8% combined overhead and profit
15,001 to 25,000	6% combined overhead and profit
25,001 and up	4% combined overhead and profit

- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces:

\$0 to 25,000	10% overhead, 5% profit
25,001 to 50,000	12% combined overhead and profit
50,001 and up	7% combined overhead and profit

- .4 For each Subcontractor involved, for Work performed by that Subcontractor's Subcontractor:

\$0 to 15,000	8% combined
15,001 to 25,000	6% combined
25,001 and up	4% combined

- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of all costs including labor, materials, unit prices and Subcontracts. Subcontract proposals included in any work shall also be itemized. This will require submission to the Owner of all bid estimate documentation and backup to substantiate what was base contract costs versus costs for the additional work, and all other documentation necessary for the Owner to assess the costs claimed.

- .7 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit shall not be paid by the Owner for Overtime.

- .8 Proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Include invoices and quotations from material suppliers. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.



itemization.

#### 7.4 Minor Changes in the Work

**MODIFY** as follows:

- 7.4.1 First line, **DELETE** the word “Architect” and **SUBSTITUTE** “Architect, subject to the approval of the Owner.”

### **ARTICLE 8 - TIME**

#### 8.2 Progress and Completion

**MODIFY** as follows:

- 8.2.2 Eighth line, **DELETE** the words “mortgages, mechanic’s liens and other” and **SUBSTITUTE** “appropriate and lawful.”

**ADD** the following:

- 8.2.3.1 If, in the opinion of the Owner, the Contractor falls behind the approved schedule, the Contractor shall take all steps necessary to improve its progress, including those that may be required by the Architect or Owner, without additional cost to the Owner. In these circumstances, the Architect or Owner may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or schedules in such detail and form as the Architect or Owner deems necessary to demonstrate how the approved rate of progress shall be regained.

Add the following Subparagraph to Paragraph 8.2:

- 8.2.4 ~~Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Architect and the Owner.~~ The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours.

**ADD** the following:

- 8.2.5** Before executing the Agreement, the Contractor shall provide to Owner a Project Schedule that includes a precedence outline (in the form prescribed by the Owner) and chart. The Project Schedule shall clearly indicate significant milestones in the Work and the critical path for completion of the Work in such detail as Owner requires. Schedule shall include time for normal seasonal weather impacting site activities.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

**MODIFY** as follows:

- 8.3.1** Last sentence, **DELETE** the words “which the Architect determines” and “as the Architect” and **SUBSTITUTE** “which the Owner with the advice of the Architect determines” and “as the Owner with the advice of the Architect.”

Add the following Clauses to Subparagraph 8.3.2:

- 8.3.2.1** Claims of delay and requests for extension of time shall set forth in detail the circumstances of such claim, the dates upon which claimed delay began and ended, and the number of days' extension of time requested. The Contractor shall provide supporting documentation as the Architect and Owner may require, including a revised CPM Construction Schedule indicating the affect of the circumstances which form the basis for the claim.
- 8.3.2.2** The Contractor shall not be entitled to an extension of time for each and every one of a number of causes which have a concurrent and interrelated effect on the progress of the Work.
- 8.3.2.3** Claims for extension of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal for such change. No extension of time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such change unless specific provision for an extension of time has been incorporated in the authorization.
- 8.3.2.4** Any additional cost to the Contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order. No claim for damages for delay, arising from such change in the Work, shall be recognized or be deemed valid.

**DELETE** Subparagraph 8.3.3 and **SUBSTITUTE** the following:

- 8.3.3** Contractor shall be reimbursed for all direct and actual costs incurred due to delays to the Project Schedule directly caused by the Owner or any

other entities controlled by the Owner. In no event, however, shall the Owner be responsible for any Eichleay-type delay damages, or any allocated portions of indirect or general overhead expenses, incurred by Contractor or anyone claiming through the Contractor.

- 8.3.3.1** Extension of the Contract Time shall be the Contractor's sole and exclusive remedy for delay of any kind. The Contractor expressly waives any and all right to claim damages for any delay.

#### **8.4 LIQUIDATED DAMAGES – NONE**

### **ARTICLE 9 - PAYMENTS AND COMPLETION**

#### **9.2 Schedule of Values**

**MODIFY** as follows:

- 9.2.1** **DELETE** the following

“Before the first Application for Payment,”

**ADD** the following:

- 9.2.1.1** Submission of the Schedule of Values shall be made within fifteen (15) days of acceptance by the Owner.
- 9.2.1.2** The Schedule of Values shall be submitted (typewritten) on a AIA Document G702 form and should be broken down into a minimum of 16 divisions based on the Construction Specifications Institute (CSI) guidelines.
- 9.2.1.3** The contractor shall distribute the lump sum cost of the work over the 16\_33 divisions based on the CSI guidelines. The contractor shall develop a schedule of values that allows the Owner, Architect, and Contractor to judge the true and accurate cost of the work in place, separated by building (Butterfield A/B/C). As part of the schedule of values developed by the contractor, the contractor must indicate the following activities on its schedule of values and must assign reasonable costs to these activities which must be approved by the owner prior to approval of the first payment application: mobilization, de-mobilization (in no event shall mobilization exceed de-mobilization), as-built document preparation and updating, schedule updating, operation and maintenance manual acceptance, division 14 training, division 15 training, division 16 training, all equipment training, attic stock, spare parts, division 15 start up, division 16 start up, manufactures site inspections of work

inspections of work (showers/windows/hardware/AHUs/ERVs/lighting systems/etc), final cleaning.

- 9.2.1.4** In no event shall the contractor request payment for or shall the Owner make payment for general shop drawings, submittal preparation, submission, or approval.

### **9.3 APPLICATIONS FOR PAYMENT**

**ADD** the following sentence to 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

- 9.3.1.1** **DELETE** this Clause.

**ADD** the following Clauses:

- 9.3.1.3** Whenever the Owner has designated a separate section for a class of work, the Contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the Contract. The Owner, through the Owner's Representative, shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the Contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the Contractor in full for such work subject to whatever credits, backcharges or rights of retainage the Owner may have.

**DELETE** Subparagraph 9.3.2 and substitute the following:

"Unless otherwise specifically approved, the Owner will consider payment only for material and equipment delivered and incorporated in the Work. If approved in advance by the Owner, payment may be similarly made for material and equipment suitably stored on site at a location agreed upon in writing. Payment for materials stored will apply only to materials delivered and properly stored on site and not to materials stored off site of any kind. Payment will be made in the amount of 80% of the submitted and substantiated invoice value. Transfer of title and insurance for the full replacement of the material, including all submittal, fabrication, procurement, delivery, and escalation costs, must accompany any request for payment. In no event does the Owner or Architect assume any risk or responsibility for the size, quantity, quality, storage condition, safety, protection, security, or any other aspect of the materials delivered and

stored at the site for future use. For the purposes of this paragraph and for payment, materials considered for payment will not include those common to multiple projects, but rather, payment will only be considered for materials that can be specifically used on this project. Examples of materials that may be considered for payment include:

- a. structural steel fabricated and delivered to the site specifically for this project as indicated on approved shop drawings and bearing piece marks that can be correlated with the shop drawings.
- b. food service equipment delivered to the site fabricated specifically for this project as indicated on approved shop drawings and bearing piece marks that can be correlated with the shop drawings.
- c. special lighting fixtures specifically intended for use on this project as indicated on approved shop drawings and bearing piece marks that can be correlated with the shop drawings.
- d. pumps, motors, air handling equipment, and VFD's as indicated on approved shop drawings and bearing piece marks that can be correlated with the shop drawings.

Examples of materials that will NOT be considered for payment include:

- a. site materials such as manholes, catch basins, equipment pads, piping for utilities, stone, sand, fill of any kind, landscaping and plant materials and conduits of any nature.
- b. common building components such as concrete masonry units, brick, waterproofing membranes, miscellaneous steel not piece marked and shown on approved shop drawings, gypsum wall board, acoustical ceiling tile, stone flooring, rubber base, steel studs, insulation, paint, carpeting, etc.
- c. reinforcing bar such as rebar or welded wire mesh.”

**ADD** the following Clauses to Subparagraph 9.3.2:

- 9.3.2.1** In addition, for consideration of payment for stored products:
  - (a)** Storage shall be agreed upon in advance, prior to shipment.
  - (b)** Location of storage shall be agreed upon in advance.
  - (c)** Contractor shall be responsible for, and pay costs of, the verification and inspection of storage.
  - (d)** Insurance certificate required for stored items.
  - (e)** Bill of sale from supplier to verify transfer of title to goods to the Owner.
- 9.3.2.2** Schedule of Values and Construction Schedule will be considered by the Owner making in its sole discretion the decision on any specific request for payment for storage.
- 9.3.2.3** Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required

for the Work in the same manner as if such payment were not made.

**ADD** the following Clause to 9.3.3:

- 9.3.3.1** The Contractor shall submit with each Application for Payment, to the extent permitted by law, partial lien waivers from the Contractor, Subcontractors, material suppliers and other persons or entities who were due payment based on the previous Application for Payment.
- 9.3.3.2.** At the completion of the Work and prior to submission of the final Application for Payment, the Contractor shall certify that the Work is complete and in accordance with the Contract Document and approved Shop Drawings. The Certificate for Payment may be adjusted by the Owner if the aggregate amount of lien waiver amounts do not agree with previous Application for Payment amounts.

**ADD** the following Subparagraph and Clauses to 9.3:

- 9.3.4** If payment for stored products is approved by the Owner, Contractor shall furnish with Application for Payment an invoice establishing the value of material and equipment stored along with a statement of amount to be paid vendor. The Owner will pay a maximum of 80% of this invoice value.
- 9.3.4.1** Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment is recommended.
- 9.3.4.2** Contractor shall give Owner Certificates of Insurance in accordance with Contract Documents for the full value of the items stored. Insurance to be maintained until items are incorporated in the Work.

## **9.5 Decision to Withhold Certification**

**MODIFY** as follows:

- 9.5.1** First and eighth lines, **DELETE** the word “Architect” and **SUBSTITUTE** “Owner, with the advice of the Architect”

**DELETE** Clause 9.5.1.5 and **SUBSTITUTE** the following:

- 9.5.1.5** injury to persons or damage to the Work or property of the Owner, including any economic damages or losses incurred by the Owner other Contractors, or others covered by the breach of contract or neglect of the Contractor or any of his Subcontractors.

**ADD** the following:

- 9.5.1.8** failure to submit Construction Schedules, recovery schedules, or updates in the time prescribed or failure to prosecute the Work in accordance with the Construction Schedule approved by Owner.

**ADD** the following:

- 9.5.3** The Owner shall have the right to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the accounts of the Contractor.

## **9.6 PROGRESS PAYMENTS**

**DELETE** Subparagraph 9.6.1 and **SUBSTITUTE** the following:

- 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall review the Certificate of Payment and decide within the time provided in the Contract Documents whether to make payment in accordance with their Certificate of Payment, and shall notify the Architect. In the event payment is approved by the Owner, Owner shall make payment as soon as practicable after making its decision.

**ADD** the following Clause to Subparagraph 9.6.2:

- 9.6.2.1** Contractor shall furnish with Application for Payment satisfactory evidence of payment to vendors of products placed in approved storage. This shall be done within 30 days after date of progress payment which includes payment for such stored items. Satisfactory evidence of payment, as determined by the Owner, shall be one or more of the following:
- (a)** Contractor's canceled check in correct amount with identification of invoices paid.
  - (b)** Fully executed Lien Waiver.
  - (c)** Bill of Sale conveying unencumbered title to the Owner.

## **9.7 FAILURE OF PAYMENT**

**DELETE** Article 9.7 in its entirety and **ADD** the following:

- 9.7** The Contractor is obligated to continue Work while all payments and claims are pending and shall not be entitled to stop Work.

## **9.8 Substantial Completion**

**MODIFY** as follows:

**9.8.2** Third line, after the word “Architect” **ADD** “and Owner.”

**9.8.5** ADD the following sentence to the end of this paragraph “Unless specifically agreed otherwise and approved by the Owner, the Contractor shall complete all responsibilities associated with the substantial completion of the Work within 45 days of the issuance of the Substantial Completion Certificate. During the substantial completion period the Contractor shall provide all cleaning services required in support of its work, including points of ingress and egress, which are impacted as a result of the Contractor’s activities on site. If the Contractor has failed to complete all of the activities required by the Substantial Completion Certificate within 45 days of issuance and the Owner judges that the Contractor is not working diligently toward completion, the Owner reserves the right to supplement the Contractor’s forces at the Contractor’s expense.””

## **9.9 Partial Occupancy or Use**

**MODIFY** as follows:

**9.9.1** Eleventh line, after the word “Architect” **ADD** “and Owner.”

## **9.10 Final Completion and Final Payment**

**MODIFY** as follows:

**9.10.1** At the end of the last sentence, **ADD** the following:

“In all events, Owner shall make the final decision on whether to make payment to the Contractor in accordance with the final Certificate of Payment. In no event shall final payment be made to the Contractor until all as-builts are submitted and approved by the Owner and the Architect, Operation and Maintenance Manuals and all required copies are submitted and approved, all training is complete and accepted, all testing and balancing is complete and accepted, final cleaning is accepted, and turnover from the Contractor to the Owner is accepted by the Owner’s Operations Staff including the Owner’s Cleaning Staff. Unless otherwise agreed, the Contractor must complete all work required by the Substantial Completion Certificate prior to Final Completion within 45 days. If the Contractor has failed to complete all of the activities required by the Substantial Completion Certificate within 45 days of issuance and the Owner judges that the Contractor is not working diligently toward completion, the Owner reserves the right to supplement the Contractor’s forces at the Contractor’s expense.”



9.10.3 Fourth line, **DELETE** the words “and certification by the Architect” and **SUBSTITUTE** “and the written approval of the Owner’s Representative.” **DELETE** the last sentence.

9.10.5 **DELETE** the balance of the sentence after the word “payee”.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.1 Safety Precautions and Programs

10.1.1 **ADD** the following:

Prior to, and as a condition of mobilization on site, the Contractor shall submit a satisfactory Safety Plan to the Architect and Owner for their review. This safety plan shall include written safety programs as are required by local, state, or federal OSHA requirements or by Wesleyan’s Safety Manual. Wesleyan’s Safety Manual or other Safety Programs, as have been developed and amended from time to time, are available upon written request.

10.1.2 **ADD** the following:

Thirty days prior to, and as a condition of the commencement of any work activity on site, the Contractor shall prepare and submit for the Owner’s review an activity specific work hazard analysis document. This document shall identify all potential hazards relating each portion of a specific Work activity and shall describe the methods that the Contractor will employ to verify full compliance with all applicable local, state, and federal safety requirements. Further, the Contractor shall refer to Wesleyan’s Safety Manual, as applicable, to verify that all Work is completed in accordance with Wesleyan’s Safety Requirements but only to the extent that they are not inconsistent with the Contractor’s Safety Programs, or local, state, or federal requirements. In any event, the more strict requirement shall apply.

### 10.2 SAFETY OF PERSONS AND PROPERTY

**MODIFY** as follows:

10.2.3 **ADD** the following:

Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection.

Add the following Clauses to Subparagraph 10.2.4:

- 10.2.4.1** When there are indications that the use of explosives or other hazardous materials, equipment or unusual methods is necessary, the Contractor shall give the Owner reasonable advance notice of the conditions.
- 10.2.4.2** The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted.
- 10.2.4.3** The Contractor shall not bring explosives onto the site or use in the Work without the prior written permission of the Architect and Owner. For such use, the Contractor shall obtain necessary permits with copies to the Architect. Contractor shall furnish Owner and Architect with certificates indicating proper and adequate insurance.

**ADD** the following:

- 10.2.5.1** The Contractor shall repair or replace any such damage at no additional cost to the Owner. Such repair or replacement shall be completed within one week of the damage or as directed by the Owner's Representative. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary Work performed and charge the cost to the Contractor.

**ADD** the following:

- 10.2.8** All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters; with all applicable State and local codes, laws, ordinances, rules and regulations; with all requirements of local utility companies and with the recommendations of the Insurance Rating Organization having jurisdiction.
- 10.2.9** All apparatus, equipment and construction such as ladders, scaffolds, chutes, etc., shall comply with the recommendations of the manual of Accident Prevention in Construction published by the Associated General Contractors of America.
- 10.2.10** The Contractor shall protect all work and material from damage by water and weather and shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.
- 10.2.11** The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities as necessary to provide a safe work environment.
- 10.2.12** The Contractor shall take immediate action to correct any

hazardous conditions reported.

**10.2.13** No unauthorized visitors shall be allowed on the work site without permission from the Owner's Representative.

**10.2.14** The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1970, as amended and supplemented, including all standards and regulations which have been promulgated by the governmental authorities which administer such acts; and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall also comply with Wesleyan's Safety Manual.

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agent, employees, materialmen and Subcontractors, to so comply.

The Contractor shall defend, indemnify and hold harmless the Owner and the Architect and their officers, agents, servants and employees from and against any and all suits, claims, damages, losses, litigation costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and the Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and Local, which are currently in effect or which become effective in the future, by the Contractor, its Subcontractors or materialmen.

### 10.3 Hazardous Materials

**MODIFY** as follows:

**10.1** **DELETE** the words, "Asbestos or polychlorinated biphenyl (PCB)" throughout Paragraph 10.1 and **SUBSTITUTE** "hazardous materials, including but not limited to Asbestos and/or polychlorinated biphenyl (PCB)."

**10.3.2 ADD the following:**

The term “rendered harmless” shall be interpreted to mean that levels of hazardous materials including, but not limited to asbestos and polychlorinated biphenyl, are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use, unless specifically mandated by the Contract Documents, any fills or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

**10.3.3.1 ADD the following:**

The Contractor shall be responsible for the abatement or removal of any asbestos, PCB’s, paint containing lead, or other hazardous materials which are encountered during the execution of the Work and identified in the Contract Documents. Removal or abatement of materials not specifically identified in the Contract Documents, or otherwise assumed as the responsibility of the Contractor, shall be treated as a Change in the Work pursuant to Article 7

**10.6 EMERGENCIES**

Add the following Clause to Subparagraph 10.6.1:

**10.6.1.1** The Contractor shall promptly notify its insurers and those of its Subcontractors and suppliers, as applicable, the Architect and the Owner of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Architect and Owner a written report including a full and detailed description of the causes, effects, and circumstances of the emergency and details of all actions taken.

**ADD** the following Paragraph:

**10.7 Asbestos**

**10.7.1** Some buildings of the University may have some Asbestos Containing Materials (ACM) used as building products. Any known ACM has been identified on the Plans and Specifications of this Contract, see referenced/applicable attachment.

**10.7.2** Every effort has been made to identify ACM, however, there may be

be additional ACM present in the area of work. This suspected ACM may become apparent especially during the demolition phases of contracts.

**10.7.3** The Contractor shall accomplish work in such a manner as to not disturb ACM or suspected ACM unless specifically incorporated as part of this Contract.

**10.7.4** The Contractor shall bring to the immediate attention of the Owner's Representative the location of suspected ACM that shall be disturbed by work required under this Contract. No work shall be attempted that could result in a release of ACM to the environment.

**ADD** the following Paragraph:

## **10.8 Lead Paint**

**10.8.1** Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62, as amended and supplemented. Construction activities disturbing surfaces containing paint or other materials containing lead which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). The Contractor shall conduct all work specified in the Contract Documents in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-2091; 22a-2098(c)-11; and 22a-449(c)100 through 110, as amended and supplemented, and Wesleyan's Safety Manual.

**10.8.2** Where a child under the age of six resides, the work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11, as amended and supplemented.

**ADD** the following:

## **10.9 Lockout/Tagout Procedures Required by OSHA**

**10.9.1** OSHA regulation 29 CFR 1910.147, as amended and supplemented, (The Control of Hazardous Energy) requires employers to develop procedures for the lockout or tagout of machines or equipment. The purpose is to prevent injuries by ensuring that hazardous forms of energy are isolated (locked or tagged out) before employees perform any servicing or

maintenance activities which could result in the unexpected energization, start-up or release of stored energy. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

**10.9.2** Prior to commencing any work under this Contract that shall or may involve exposure to potentially hazardous energy, the Contractor shall notify the Owner's Representative of the lockout/tagout procedures to be used and shall verify compliance with Wesleyan's procedures. Lockout/tagout procedures shall be exchanged between the Contractor and the Owner's Representative at the Pre-Construction Conference.

**10.9.3** All work carried out under this Contract that shall or may involve exposure to potentially hazardous energy shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulations 29 CFR 1910.147 (The Control of Hazardous Energy) and 1926.417 (Locking and Tagging of Circuits), as amended and supplemented, and Wesleyan's Safety Manual.

**ADD** the following Paragraph:

#### **10.10 Use of Solvent-Based Products**

**10.10.1** The use of solvent-based products, including paints and adhesives within occupied areas of buildings shall not be allowed as part of this project, unless specifically directed in other provisions of the Contract Documents. If solvent-based products are to be used, then work shall only be accomplished on nights or weekends. The Contractor's Representative shall notify the Owner's Representative two (2) days prior to the intended date of such work.

**ADD** the following Paragraph:

#### **10.11 Confined Space Entry**

**10.11** Any work carried out under this Contract that shall require entry into a confined space shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulations 29 CFR 1910.146 (Permit-Required Confined Spaces), 1926.21 (b) (6) (Safety Training & Education-Employer Responsibility (Confined Spaces)), 1926.352(g) (Fire Prevention in Enclosed Spaces) & 1926.353(b) (Welding, Cutting and Heating in Confined Spaces), as amended and supplemented, and Wesleyan's Safety Manual.

**ADD** the following Paragraph:

## **10.12 Excavation and Trenching**

- 10.12.1** Any work carried out under this Contract that shall require excavation or trenching shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulation 29 CFR 1926, Subpart P (Excavations), as amended and supplemented, and Wesleyan's Safety Manual.

## **ARTICLE 11 - INSURANCE AND BONDS**

**DELETE** Paragraph 11.1 and **SUBSTITUTE** the following:

### **11.1 Contractor's Liability Insurance**

- 11.1.1** The Contractor shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Contractor's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Contractor is legally liable. The Owner shall be a named additional insured on all the Contractor's policies. All insurance required under this Article shall contain a waiver of subrogation against the Owner and the Contractor. Certificates of Insurance, as well as copies of the policies, shall be delivered to the Owner prior to the commencement of construction. The Certificates as well as the policies shall contain a provision that coverage shall not be canceled, altered or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage limits.

- 11.1.1.1** The Contractor, shall provide the following described insurance on policies and with insurers acceptable to the Owner.

These insurance requirements shall not relieve or limit the liability of the Contractor. The Owner does not in any way represent that these types of amounts of insurance are sufficient or adequate to protect the Contractor's interest or liabilities, but are required solely for the Owner's protection.

The Contractor's insurance policies shall be endorsed, as appropriate, to name the Owner as an insured to the extent of the Owner's interests arising from this contract or agreement; to waive subrogation against the Owner; to expand coverage as required herein and to provide that any failure of the other party to comply with any of the policy provisions shall not void coverage for the Owner.

The Contractor's policies, when the Owner is an additional named insured, shall include or be endorsed to include a severability of interests provision in order that the Owner shall be treated as if a separate policy were in existence without increasing the policy limits of liability.

The Contractor's deductibles/self-insured retentions, must be approved by the Owner and may be reduced or eliminated at the option of the Owner.

**11.1.1.2 Liability Coverages: General**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Comprehensive General Liability or Commercial General Liability and Business Auto policies filed by the Insurance Services Office.

The Commercial General Liability coverage shall be in "occurrence form," and shall provide:

The minimum limits of liability shall be \$1,000,000 Each Occurrence and \$2,000,000 as an Annual Aggregate. The Aggregate shall be "per location," to apply separately to each job site. This insurance shall be primary and non-contributory as regards to the Owner and its agents and employees.

Coverage A shall include premises, operations, products and completed operations for a minimum of three years beyond organization acceptance of renovation or construction projects, independent Contractors, contractual liability covering this agreement or contract, fire legal liability and broad form property damage coverages.

Coverage B shall include personal injury and advertising injury.

Business Automobile Liability coverage is to include bodily injury and property damage arising out of operation,



maintenance or use of any auto, including owned, non-owned, hired, leased and borrowed automobiles with employees as additional insureds.

The minimum limit of liability shall be \$1,000,000 per accident. The insurance shall be primary and non-contributory as regards the Owner and its agents and employees.

**11.1.2 Workers Compensation Coverage**

The Contractor shall purchase and maintain Workers Compensation insurance for all Workers Compensation obligations imposed by state law and Employers Liability limits of at least \$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease.

**11.1.3 Excess or Umbrella Liability**

Contractor shall also maintain Umbrella Liability Insurance. Said insurance shall not be more restrictive than the underlying insurance policy coverage's, including but not limited to the coverage trigger, defense, notice of occurrence/accident/ circumstances, notice of claim and extended reporting period. The minimum limit of liability shall be \$5,000,000.00. The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).

**11.1.4 Owners Protective Liability**

The Contractor shall provide for the Owner an Owners Protective Liability Insurance policy (preferably through the Contractor's insurer) in the name of the Owner. The minimum limits of liability shall be \$1,000,000 per occurrence, and \$2,000,000 aggregate.

**DELETE** Paragraph 11.2, Owner's Liability Insurance, in its entirety, and **SUBSTITUTE** the following:

**11.2 Builder's Risk Insurance**

**11.2** The Contractor shall purchase and maintain Builders Risk Coverage. This coverage shall apply only to property stored on the site of the Work and shall not apply to any property in transit or stored off of the site of the Work. The deductible amount for Builders Risk Coverage shall not exceed \$5,000.00. All losses defined which are not recoverable by virtue of the \$5,000.00

deductible clause shall be absorbed by the Contractor. Equipment and tools of the trade are at the risk of the Contractor. Other losses not covered by this policy shall be absorbed by the Contractor.

### 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Subparagraph 11.3.3 in its entirety.

### 11.5 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.5.1 and substitute the following:

~~11.5.1~~—The Contractor shall furnish bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

~~11.5.1.1~~—The Contractor shall deliver the required bonds, bid (if any), performance, and payment, to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

~~11.5.1.2~~—The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**ADD** the following Subparagraph:

~~11.4.3~~—The above Bonds shall be provided by a Surety Company or Companies which are acceptable to the Owner and authorized to transact business within the State of Connecticut, and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570, and the attorney-in-fact who executes the Bonds on behalf of the Surety Company shall affix to the Bonds a certified and current copy of his power of attorney.

## ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

### 12.1 Uncovering of Work

**MODIFY** as follows:

**12.1.1** First line after "Architect's" **ADD** "or Owner's" Third line, after "Architect" **ADD** "or Owner", and after "Architect's" **ADD** "and

Owner's."

- 12.1.2** First line after "Architect" **ADD** "or Owner" Second line, **DELETE** the words "the Architect" and **SUBSTITUTE** "the Owner's Representative, with the advice of the Architect."

## **12.2 Correction of Work**

**MODIFY** as follows:

- 12.2.1** First line, **DELETE** the words "by the Architect" and **SUBSTITUTE** "by the Owner's Representative with the advice of the Architect."  
**ADD** the following to the end:

If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical devices, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **13.5 TESTS AND INSPECTIONS**

**MODIFY** as follows:

- 13.5.1** Sixth and seventh lines, after "Architect" **ADD** "and Owner."
- 13.5.2** Fifth and sixth lines, after "Architect" **ADD** "and Owner."
- 13.5.3** **ADD**, at the end thereof, "The Contractor agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor."
- 13.5.4** Third line, after "Architect" **ADD** "and Owner."

Add the following Clause to Subparagraph 13.5.4:

- 13.5.4.1** If Architect's or Owner's observation or if inspection or testing undertaken pursuant to this Paragraph reveals that in any one of a number of identical or similar elements, incorporated in the Work, fails to comply with the requirements of the Contract Documents or the regulations or orders of any public authority having jurisdiction, the Architect and Owner will have the

the authority to order inspection and testing of any or all such representative elements as he may consider necessary. The Contractor shall bear costs of testing, correction of the Work and the Architect's additional services made necessary thereby."

### **13.6 Interest**

**MODIFY** as follows:

**13.6.1 DELETE** this Subparagraph.

### **13.7 Commencement of Statutory Limitation Period**

**MODIFY** as follows:

**13.7.1 DELETE** this Subparagraph.

Add the following new Paragraph 13.8 to Article 13:

### **13.8 EQUAL OPPORTUNITY**

**13.8.1** The Contractor shall maintain policies of employment as follows:

The following equal opportunity clause shall be included in each contract and subcontract. During the performance of this contract, the contractor agrees as follows:

**13.8.1.1** The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**13.8.1.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

**13.8.1.3** The contractor will send to each labor union or representative of

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workers with whom a collective bargaining agreement or other contract or understanding has been entered into, a notice, to be provided, advising said labor union or workers' representative of the contractor's commitments under any applicable nondiscrimination laws, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**13.8.1.4** The contractor will comply with all provisions of any applicable nondiscrimination laws and the regulations and relevant orders of the United States Secretary of Labor and the State Commission on Human Rights and Opportunities (the "Commission").

**13.8.1.5** In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Authority assisted construction contracts and such other sanctions may be imposed and remedies invoked as provided by regulations, or as otherwise provided by laws.

**13.8.1.6** The contractor will include the provisions of Paragraphs (1) through (5) in every subcontract or purchase order unless exempted; so that such provisions will be binding upon each subcontractor or vendor.

**13.8.1.7** The following contracts shall be exempt from the requirements of paragraph 13.8.1.6:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$50,000;
- (2) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials;
- (3) Contracts and subcontracts under which work is to be or has been performed outside of the State of Connecticut and where no recruitment of workers within the State of Connecticut is involved. To the extent that work pursuant to such contracts is done within the State of Connecticut, the EEO Clause shall be applicable;
- (4) Contracts for the sale or acquisition of property where no appreciable amount of work is involved;

involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$50,000 in the case of all other contracts or subcontracts.

**13.9 ADD the following Paragraphs:**

**13.9.1** If any provision of this Contract is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.

**13.9.2** This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Contractor.

**13.9.3** Nothing contained herein shall be deemed to create any contractual relationship between the Contractor and the Architect or any of the Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner which does not otherwise exist without regard to this Contract.

**13.10 Examining and Copying Contractor's Records**

**13.10.1** The Contractor shall permit the Owner or its duly authorized representative to examine and copy all files, computerized records, bid files, and any other books and records of the Contractor and its Subcontractors and suppliers relative to charges for extra work, extra payments, alleged breaches of contract, settlement of claims, or any other matter involving the Contractor's request for additional time or for added compensation from the Owner. The Contractor shall also permit such examination and copying of all such records of the Contractor (and its Subcontractors and suppliers) as the Owner may deem necessary in order to determine that the Contractor has complied with all laws, regulations and requirements

pertaining to the Contract.

**13.10.2** The Contractor further agrees that it and its Subcontractors and suppliers shall keep all records relating to this Contract until the expiration of three (3) years after final payment under this Contract is made, or six (6) months after settlement of any disputes, whichever may be later.

**13.10.3** The Contractor further agrees that it and its Subcontractors and suppliers shall permit the Owner, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract. Contractor agrees to expressly incorporate all the obligations in this Article into its subcontracts and purchase orders on this project for the benefit of the Owner.

### **13.11 Wesleyan University's Community and Minority Participation Program**

**13.11.1** The contractor and the contractor's subcontractors and so forth for all sub tiers are required to meet or exceed the following Goals.

A. Workforce - A combined total of 25% of the work hours performed shall be by:

1. Local workers residing within a 25-mile radius of Wesleyan University, proof of residence required.
2. Minority workers as described in the Equal Employment Opportunity Certification document,
3. Women Owned Businesses

B. Contracts (Sub-Contractors) – A combined total of 25% of contractors on a project shall be:

1. Local Businesses (residing within a 25-mile radius of Wesleyan University)
2. Minority Owned Businesses ("Minority Business Enterprise" (MBE) shall mean a business that is owned, operated and controlled by one or more Minority persons. For the purpose of this definition the term "owned" shall mean that one or more Minority persons own 51% or more of each class of stock and are entitled to receive 51% or more of the net profits (or losses) of the business. For the purposes of this definition, the term "operated and controlled" shall mean that one or more Minority persons have the day-to-day responsibility for running and making all-important decisions affecting the business enterprise.)
3. Women Owned Businesses ("Women-owned Business

Enterprise (WBE) shall mean a business that is owned, operated and controlled by one or more women. For the purpose of this definition the term "owned" shall mean that one or more women own 51% or more of each class of stock and are entitled to receive 51% or more of the net profits (or losses) of the business. For the purposes of this definition, the term "operated and controlled" shall mean that one or more women have the day-to-day responsibility for running and making all-important decisions affecting the business enterprise.

The contractor and each subcontractor will be required to fill out a weekly utilization report, and also track and monitor individual subcontractor dollar amounts. These reports will be tracked by the General Contractor and shall be submitted monthly to Owner's Project Manager and monitored for conformance. Any variance from these goals shall result in disciplinary actions as described in 13.8.1.5.

**The contractor shall submit certified payroll monthly (wage compliance certificate), with each requisition, for all the Contractor's Work on site and for that of each subcontractor on site including all sub-tiers.**

**13.12 Conflicts of Interest.**

Contractor represents, warrants and covenants to and with Owner that: (a) neither Contractor nor any of its affiliates, direct or indirect owners and principals, officers, directors, partners, shareholders, members or employees (collectively the "Contractor Parties") have any direct or indirect financial or familial relationship with the Owner and any of its officers, directors, employees, Owner's site representatives, or the Architect (collectively the "Owner Parties" and each an "Owner Party"); (b) no Owner Party has received or will receive any consideration from any of the Contractor Parties in connection with the Work or the Contract Documents; and (c) all subcontractor contracts shall contain similar representations and covenants. At the request of Owner, Contractor Parties and any subcontractor shall execute and deliver to Owner an affidavit affirming the above.

**ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 Termination by the Contractor**

**MODIFY** as follows:

**14.1.1 DELETE** the words "30 days" and **SUBSTITUTE** "60 days."



14.1.1.3 **DELETE** this Clause.

14.1.1.4 **DELETE** this Clause.

14.1.3 Third line, **DELETE** the remainder of this Subparagraph after the word “executed” and **SUBSTITUTE**: “The Contractor hereby waives all other claims for payment and damages, including, without limitation, anticipated profits.”

## 14.2 Termination by the Owner for Cause

**MODIFY** as follows:

14.2.1 **ADD** the following:

.5 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor’s ability to complete the Work in compliance with all requirements of the Contract Documents.

.6 refuses or fails to prosecute the work or any separable part, with the diligence that shall ensure its completion within the time specified in this Contract including any, duly authorized extension, or fails to complete the work within said period.

14.2.2 First and second lines, **DELETE** the words “upon certification by the Architect” and **SUBSTITUTE** “with the advice of the Architect, may determine.”

**ADD** the following:

14.2.2.4 Terminate the Contractor’s right to proceed with a separate part of the Work, if the Owner so elects.

## 14.3 Suspension by the Owner for Convenience

**DELETE** Subparagraph 14.3.2 and **SUBSTITUTE** the following:

14.3.2 Upon receipt of a notice of suspension for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under the Subparagraph:

.1 Suspend operations as specified in the notice;

- .2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .3 Suspend all Subcontracts and orders to the extent they relate to the Work suspended;
- .4 Proceed to complete the performance of Work not suspended; and
- .5 Take all actions that may be necessary, or that the Owner may direct, for the protection and preservation of the suspended Work.

**ADD** the following Subparagraph:

- 14.3.3 An adjustment may be made for any increases or decreases in the cost of the Contract that are directly caused by the Owner's suspension, delay, or interruption under this Article. 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 this Contract.

**ADD** the following Subparagraph:

- 14.3.4 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee for the benefit of the Contractor.

**DELETE** paragraph 14.4 in its entirety and replace it with the following:

#### **14.4 Termination by the Owner for Convenience**

- 14.4.1 The Owner may, at any time, terminate the Contract, in whole or in part, for the Owner's convenience and without cause. Termination by the Owner under this Subparagraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.
- 14.4.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under

the Paragraph:

- .1 Cease operations as specified in the notice;
- .2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .3 Terminate all Subcontracts and orders to the extent they relate to the Work terminated;
- .4 Proceed to complete the performance of Work not terminated; and,
- .5 Take all actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

**14.4.3** Upon such termination, the Contractor shall recover as its sole remedy, payment for Work executed prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives all other claims for payment and damages, including, without limitation, anticipated profits.

**14.4.4** The Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**14.4.5** The payment to the Contractor pursuant to this Subparagraph may not exceed the total Contract Sum as reduced by:

- .1 the amount of payments previously made and
- .2 the Contract Price of work not terminated.

**END OF  
SUPPLEMENTARY CONDITIONS**

**SECTION 01015  
GENERAL PROJECT REQUIREMENTS**

The general conditions and the supplemental general conditions are hereby made a part of this section.

- 1.01 SUMMARY OF WORK
- 1.02 AGENCY REPRESENTATIVE
- 1.03 CONTRACTUAL ARRANGEMENTS
- 1.04 EXAMINATION OF SITE
- 1.05 INTENT OF DOCUMENTS
- 1.06 USE OF PREMISES, SPECIAL WORKING CONDITIONS
- 1.07 ALLOWANCES
- 1.08 ACCIDENT PREVENTION
- 1.09 APPLICATION FOR PAYMENT
- 1.10 MAINTENANCE OF TRAFFIC WAYS
- 1.11 PLANS AND SPECIFICATIONS AT THE SITE
- 1.12 CONSTRUCTION EQUIPMENT
- 1.13 PROTECTION
- 1.14 IDENTIFICATION BADGES FOR CONTRACTOR'S PERSONNEL
- 1.15 OPENINGS, CHASES, INSERTS, ETC.
- 1.16 DIMENSIONS AND MEASUREMENTS
- 1.17 SURVEY AND LAYOUT
- 1.18 SALVAGEABLE MATERIALS
- 1.19 MANUFACTURERS DIRECTIONS
- 1.20 FIRE EXTINGUISHERS
- 1.21 SPECIAL CLEANING AND MAINTENANCE
- 1.22 EXISTING EQUIPMENT AND MATERIALS TO BE REUSED
- 1.23 EXISTING EQUIPMENT AND MATERIALS *NOT* TO BE REUSED
- 1.24 TIME AND MANNER
- 1.25 CODES AND SPECIFICATIONS
- 1.26 ADDENDA ISSUED DURING BIDDING PERIOD
- 1.27 SUPERVISORY PERSONNEL
- 1.28 PROJECT SCHEDULE AND EQUIPMENT SHUTDOWN
- 1.29 SIGNS
- 1.30 ERRORS AND OMISSIONS
- 1.31 MATERIAL SUBSTITUTIONS
- 1.32 INSTALLATION
- 1.33 TAX EXEMPTION
- 1.34 HOT WORK PERMITS
- 1.35 HAZARDOUS MATERIALS COORDINATION
- 1.36 FALL PROTECTION
- 1.37 CONTRACT DOCUMENTS

**SECTION 01015 - GENERAL PROJECT REQUIREMENTS**1.01 SUMMARY OF WORK

Scope and Location:

The contract in connection with this project includes the proposed complete work designated as

**Wesleyan University Major Maintenance FY14**

The projects will impact the campus at large due to location and limited onsite parking. It shall be assumed that numerous projects will occur concurrently in the vicinity which will further impact parking demand. Contractors must coordinate with Wesleyan University personnel on a daily basis to avoid disruption of functions. Contractors including but not limited to any single source trade, (herein referred to as 'Contractor') shall provide all labor, materials, supervision, tools, equipment, surveying, layout, staging, handling, unloading, transportation, fees and licenses, services, and all other appurtenances for the satisfactory completion of the work described in the Project Manual, on the Project Drawings and Sketches, and in the Project Scopes.

- A. **Sustainability:** Wesleyan University is committed to sustainability and environmental stewardship to reduce its carbon footprint to zero by 2050. Emphasis has been placed on waste reduction, recycling, environmentally preferable purchasing, energy conservation/efficiencies, reduced carbon footprint, reuse of materials on job and the use of materials that are either harvested with sustainable methods or made from recyclable materials. Contractor shall submit to the Owner sustainable material options with add/deduct costs. The contractor shall Reference Exhibit F for Green Building Policy and Procedure and the Wesleyan University website at <http://www.wesleyan.edu/sustainability> to review Wesleyan's **Sustainability Advisory Group for Environmental Stewardship**.
- B. Any materials provided and installed to complete the work shall be free of any asbestos, PCB's, lead containing materials, sulfur and any other hazardous materials. Material Safety Data Sheest (MSDS) sheets to be provided for all materials prior to acceptance and installation. Worker training on the Global Harmonization System (GHS) Material Data Sheets to be completed by December 1, 2013. The final rule requires product manufacturers to adopt the standard by June 1, 2015 and product distributors to adopt the standard by December 1, 2015.
- C. Contractor shall be responsible to adhere to recycling requirements of Wesleyan University and the city of Middletown. Contractor shall recycle all corrugated cardboard, glass, plastic, metals, woods and other material identified in the specifications, Section 01505. Recycling identified recyclables shall be separated by type.
- D. Public Safety shall not be contacted to gain access to any facility.
- E. Contractor shall put in place methods to provide dust control and noise control prior to the start of work. Dust and noise control measures shall be reviewed with the Owner prior to the start of construction. Additional dust control measures shall be put in place as directed by the Owner prior to or during construction. Surrounding areas must be protected with poly or luan as required to isolate the project and all floors shall be protected and covered as required – specific work plan shall be submitted on how Freeman corridor will be protected during construction activities (safety and material protection) . All existing or new equipment, furniture, fixtures, cabinets, casework, etc. shall be covered and protected as required.

- F. At locations where furniture is noted to be removed from the building, contractor shall furnish temporary storage pods as required to store all furniture while work is being performed. Storage pod locations shall be coordinated with the Owner. Contractor shall also provide all labor to move all furniture from the building to the storage pod. Upon completion of the work, contractor shall provide all labor to move all furniture back into the building, all furniture shall be cleaned to move in condition and the Owner's satisfaction.
- G. Contractor shall document existing furniture locations prior to the start of work and shall set all furniture in the same locations upon completion of the work. Furniture damaged during the moving process shall be replaced at the expense of the contractor. Care shall be taken when setting storage pods in place. Lawn or paved areas damaged by pod placement shall be repaired at the expense of the contractor.
- H. At locations where furniture is noted to remain in the building during construction, tarps shall be used for coverage and protection. Upon completion of the project, tarps shall be removed and furniture shall be thoroughly cleaned to move in condition. It shall be the Contractors responsibility to relocate and protect existing furniture as required if it interferes with the completion of the specified work. All relocated furniture shall be returned to its original location upon completion of the work.
- I. The Contractor shall be responsible to provide barricades, safety protection, safety and informational signage, temporary protection of adjacent area, remove daily debris, daily cleaning and final cleaning. Contractor shall coordinate all work with other trades working in the building. Contractor shall strictly adhere to all OSHA standards, Wesleyan University General Project Requirements, project manual and Closeout Procedures. Coordinate all work with Agency Representative. The contractor shall be responsible to remove any and all furnishings, including musical instruments from the building and store all furnishings/instruments/equipment in contractor supplied storage containers, as directed.
- J. Final cleaning shall be to move in standards and shall include but not be limited to removing all debris, dusting and polishing the entire project area including all walls, countertops, sills, doors, hardware, furniture, plumbing fixtures, electrical fixtures, equipment, and any other items located within or around the project area, removing all stickers and labels from new equipment and fixtures, vacuuming carpeting, washing / polishing floors, washing interior and exterior of windows, etc. for a move in condition. Broom clean is not acceptable. Dry film or residue left on any surface shall not be accepted and shall be cleaned as required until the film or residue is gone. Final payment shall not be released until the project area is cleaned as noted above and approved by the Owner. If the area is not cleaned as noted above, the Owner shall hire an outside cleaning company to complete the work and the Contractor shall be backcharged for the cost required to clean the project site as noted above (Windows (interior and exterior) and window treatment to be included in final cleaning).
- K. To assist the contractor in identifying a cleaning contractor for final cleaning, Wesleyan University employs the following cleaning service. Sun Services LLC, 25 Controls Drive, Shelton, CT 06484-6111. Luis Palaez, Senior Area Operations Manager, Office Voicemail: (203) 925-6124 Cell: (203) 223-7239
- L. The Contractor shall protect all new floors upon completion of installation. Contractor shall also protect all floors that have been previously cleaned and waxed. Any damaged floors shall be

replaced at the expense of the Contractor. Any floors that have been soiled or marked up after final cleaning shall be cleaned again at the expense of the Contractor.

- M. The Contractor shall be responsible for the protection of attic space prior to the start of any roof replacement project. Protection shall include but not be limited to placing tarps in the attic space to collect all debris generated from stripping the existing roof shingles, underlayment or substrate. Upon completion of the work, all tarps and debris shall be removed from the attic space and shall be properly disposed of and the space broom cleaned. The attic space shall be inspected by the Owner upon completion to ensure that the condition of the space meets or exceeds the condition prior to the start of construction.
- N. Contractor shall be responsible for the containment, lawful removal and disposal of used materials, residues, dirt, containers and debris. Disposal shall be in accordance with federal regulations, the laws of the State of Connecticut and the provisions of the City of Middletown. Costs for disposal of contaminated materials shall be incurred by the contractor.
- O. All work pertaining to the project shall be in accordance with the provisions of the Contract Documents, as defined in the General Conditions.
- P. Contractor shall collect and remove waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- Q. Prior to the start of work, Contractor shall identify the volume of water scheduled to be discharged into the City of Middletown storm sewer system. Contractor shall notify the City of Middletown Water and Sewer Department with total volume of water scheduled to be discharged into the storm sewer system. Any special discharge provisions as required by the City of Middletown shall be adhered to at no additional cost to the Owner.
- R. Contractor will provide all necessary overtime / shift-work costs or provide and maintain manpower necessary to support the project schedule.
- S. **Contractor shall include all costs associated with submitting and obtaining all building permits required to complete the work, unless directed otherwise by the Owner.**
- T. **The successful bidder shall complete all his work by the date identified by the Owner. This deadline shall include any and all reviews and/or approvals required by State, local or Federal agencies necessary.**
- U. Due to the nature of this institution, it is required that the academic schedule must be maintained. The construction work may be affected by the Summer Program Schedule of the University. The University Project Manager shall inform the Contractor of potential days when construction activity may not be permitted.
  - 1. Construction activities shall be kept to a minimum on the following days – May 23 and May 24.
  - 2. Construction activities shall cease on the following days – May 25 and May 26

- V. Final completion as defined in the Contract Documents must be achieved no later than a date mutually agreed upon between the Contractor and the Owner and will be documented in the Contract. Where contents in this specification are in conflict with other specifications or agreements, the more stringent requirement shall prevail.

#### 1.02 AGENCY REPRESENTATIVE

- A. The Agency is Wesleyan University. The Agency representatives for construction, once the contract for the base bids have been awarded are:
- B. Mr. Robert Schmidt, Senior Project Manager, Physical Plant, Facilities (860) 685-2259 Office, [rschmidt@wesleyan.edu](mailto:rschmidt@wesleyan.edu)
- C. Mr. Alan Rubacha, Senior Project Manager, Physical Plant, Facilities, (860) 685-3746, [arubacha@wesleyan.edu](mailto:arubacha@wesleyan.edu)
- D. Ms. Roseann Sillasen, Associate Director/Project Manager, Physical Plant, Facilities (860) 685-3476 Office / (860) 918-3605 Cell, [rsillasen@wesleyan.edu](mailto:rsillasen@wesleyan.edu)
- E. Ms. Brandi Hood, Senior Project Coordinator, Physical Plant, Facilities (860) 685-3759 Office, [bhood@wesleyan.edu](mailto:bhood@wesleyan.edu)
- F. Mr. Steven Formica, Project Coordinator, Physical Plant, Facilities (860) 685-3778 Office, [sformica@wesleyan.edu](mailto:sformica@wesleyan.edu)
- G. Mr. Thomas Policki, Assistant Director of Building Trades, Physical Plant, Facilities (860) 685-2154 Office, [tpolicki@wesleyan.edu](mailto:tpolicki@wesleyan.edu)
- H. Mr. Michael Conte, Assistant Director Mechanical Trades, Physical Plant, Facilities (860) 685-2792 Office, [mconte@wesleyan.edu](mailto:mconte@wesleyan.edu)
- I. Jeffrey Sweet, Facilities Manager, Physical Plant, Facilities (860) 685-3763 Office, [jsweet@wesleyan.edu](mailto:jsweet@wesleyan.edu)
- J. Debra Holman, Facilities Manager, Physical Plant, Facilities (860) 685-3517 Office, [djholman@wesleyan.edu](mailto:djholman@wesleyan.edu)
- K. Mario Velasquez, Facilities Manager, Physical Plant, Facilities (860) 685-3262 Office, [mavelasquez@wesleyan.edu](mailto:mavelasquez@wesleyan.edu)

#### 1.03 CONTRACTUAL ARRANGEMENTS

- A. The Contractor for this project shall be totally responsible for the entire project and shall employ the services of such subcontractors as may be required to complete the designated work. The Contractor shall furnish from its firm complete field supervision, project management, and construction services and scheduling of the work. Field supervision mandatory during any and all construction activities.

#### 1.04 EXAMINATION OF SITE

- A. Contractor is to verify all existing conditions. All contractors are advised to visit and examine the site with Agency Representative prior to submitting bids. Failure to visit the site and note all conditions will in no way relieve the Contractor from completing the work as required.
- B. Contractor is responsible to protect turf, concrete walks and pavement as required. Damaged turf, concrete walks and pavement shall be repaired by the contractor at no cost to the Owner.
- C. Contractor shall submit photographs, video or any other applicable documentation in the form of a submittal recording site conditions - new to existing material connections, potential areas which will see construction traffic, lay down areas, parking areas, etc.



### 1.05 INTENT OF DOCUMENTS

1. The General Conditions of the Contract , the Supplementary Conditions, and Division 1 General Requirements are a part of each Section of the Specifications.
2. The project scope and/or specifications, if required, are intended to describe and illustrate the materials and labor necessary to complete the work of this project. Illustrate existing conditions in general.
3. Before submitting a bid, the Contractor shall perform his/her own inspection and become thoroughly familiar with the existing conditions under which the work will be performed.
4. It is not the intent of the Contract Documents to show all existing conditions, and it shall be the responsibility of the Contractor and sub-contractors to verify all existing conditions applicable to this project, and to include in his bid all requirements necessary for the completion of the work, based on the existing conditions.
5. It is mutually agreed that work under each Section has included the cost of all required items for the accepted, satisfactory, functioning of the entire system without extra compensation.
6. The Contractor will be held responsible for any assumptions, omissions or errors made as a result of failure to become familiar with the site and the contract documents.
7. A typical representative detail indicated on the Drawings shall constitute the standard for workmanship and material throughout corresponding parts of the work. Where necessary, and where reasonably inferable from the documents, the Contractor shall adapt such representative detail for application to such corresponding parts of the work. The details of such adaptation shall be subject to prior approval by the Owner.
8. The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories indicated on the Drawings is diagrammatic, and all variations in alignment, elevation, and detail required to avoid interference and satisfy architectural and structural limitations are not necessarily shown. Actual layout of the work shall be carried out without affecting the architectural and structural integrity and limitations of the work and shall be performed in such sequence and manner as to avoid conflicts, provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment, obtain maximum headroom, and provide adequate clearances as required for operation and maintenance.
9. The drawings shall not be scaled for dimensions. If figured dimensions are not given on the drawings, the Contractor shall request same from the Owner, giving reasonable advance notice and shall deliver same to the Contractor.
10. Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be the latest revision prior to the date of receiving bids, except where otherwise indicated.
11. Where no explicit quality or standards for materials or workmanship are established for work, such work is to be of best quality for the intended use and consistent with the quality of the surrounding work and of the construction of the Project generally.

### 1.06 USE OF PREMISES, SPECIAL WORKING CONDITIONS

- A. The Contractor shall confine his apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the contract and as directed by the Owner, within the project limits Except as authorized by the Owner, at the Owner's sole discretion.
  - B. Buildings will be occupied and engaged in critical functions during construction. Contractor must coordinate with Wesleyan University personnel on a daily basis to avoid disruption of functions. Contractor must begin only what he can finish in one day.
  - C. Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions to protect the building and its occupants during the construction period. No windows may be left open at the end of day and no temporary closures will be permitted. All areas must be secured at the end of each work day.
  - D. Contractor and subcontractors shall be allowed the reasonable use of the site and parking shall be allowed for fully insured on site management vehicles and those fully insured marked vehicles required for the construction of the project, see campus plan for designated parking. All other vehicles and personal vehicles shall be parked at Vine Street parking lot V. Transportation to and from the project site shall be the responsibility of the contractor and subcontractors. Driving or parking shall not be on University sidewalks unless contractor has obtained pre-approved sidewalk parking pass. In no event shall the contractor or subcontractors park in a University lot designated for Students, Staff, or Faculty unless pre-approved. Alternate parking locations to be identified by Owner. Contractors awarded work in the woodframe houses shall have access to the driveway specific to the woodframe. Legal off street parking is allowed.
  - E. All exits shall be maintained in a safe fashion Section 805 (BOCA) 1984 and Chapter 31 CFSC (NFPA 101-10-985).
  - F. Alterations or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building.
  - G. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris daily. The rubbish and debris shall be removed from the site daily. Contractor is not to use University dumpsters. Do not dispose of any material on site by burial or burning.
  - H. Due to the fact that the operation of Wesleyan University must continue during the progress of this work, the Contractor shall confer with the proper established authority so the arrangements can be made to carry out the duties of Wesleyan University along with those of the Contractor without undue or unnecessary interference to each other's routine.
  - I. The Contractor and sub-contractors shall cooperate with other Contractors who may also be doing work in the same area on other projects, so that there is no conflict or confusion.
  - J. Doors must remain locked at all times.
- 1.07 ALLOWANCES
- A. Contractor to provide allowances and/or value engineering as requested in the scopes of work submitted.

1.08 ACCIDENT PREVENTION

- A. Precaution must be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed; Contractor shall take or cause to be taken such additional safety and health measures as Wesleyan University may determine to be reasonably necessary. Any Special Safety requirements pertaining to laboratories, laboratory equipment and supplies and health care facilities must be strictly observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contradiction of applicable laws.

#### 1.09 APPLICATIONS FOR PAYMENT

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

1. An Application for Payment will be submitted for each project awarded to the contractor. **Under no circumstances shall projects be combined on a single application for payment unless prior approval is received.**
2. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum. Each Application for Payment shall be consistent with previous applications and payments as certified by Wesleyan University.
3. Each division shall be identified on the Schedule of Values. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - General Contractor's construction schedule.
  - Application for Payment form.
  - Schedule of submittals.
4. Submit the Schedule of Values to Wesleyan University upon intent to award and prior to the start of any on site construction activity, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
5. Arrange the Schedule of Values (see sections 00700 and 00800 for more detail and specifics) in a tabular form with separate columns to indicate the following for each item listed:
  - Generic name.
  - Dollar value.
  - Breakdown in sufficient detail as required to identify each sequence number that was part of the original bid package. The sum of all sequence numbers shall match the contract value amount.
  - Percentage of Contract Sum to the nearest percent, adjusted to total 100 percent.
  - Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.
  - Break principal subcontract amounts down into several line items.
  - For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide

separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Each Application for Payment shall be consistent with previous applications and payments as certified by Wesleyan University.
  7. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement. Submit documentation requests or stored materials requests, ie: Invoice, packing slips, inventory photos.
- D. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application. Incomplete applications will be returned without action. Cost for each sequence items should all be tracked individually on one application for payments.
- F. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
- G. Every payment requisition shall include a partial waiver of lien for work completed, statement showing the status of all pending change directives, and pending change orders to the original contract or subcontract. Such statement shall identify the pending change directives and pending change orders and include the date initiated, the costs associated with performance, and a description of the work. Pay application shall also include (sub)contractor information sheets current for all contractors onsite and updated community participation matrix, template will be provided by WU Construction Services.
- H. Transmittal: Submit one (1) executed certified copy of each Application for Payment to Wesleyan University, Project Manager; including waivers of lien and similar attachments, when required. Transmit copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to Wesleyan University.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
- Construction schedule
  - Submittal schedule
  - Schedule of Values
  - Partial Waiver of Lien
- J. Application for Payment at Substantial Completion: this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Administrative actions and submittals that shall proceed or coincide with this application include:
- Architect/Engineer certificate of substantial completion.

Warranties (guarantees) and maintenance agreements.

Maintenance instructions.

Final cleaning.

List of incomplete Work, recognized as exceptions to Wesleyan University's Certificate of Substantial Completion.

Partial Waiver of Lien.

- K. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
- Architect/Engineer certificate of final completion.
  - Completion of Project close-out requirements.
  - Completion of items specified for completion after Substantial Completion.
  - Assurance that unsettled claims will be settled.
  - Removal of surplus materials, rubbish and similar elements.
  - Excessive static or dynamic loading; water or ice; soiling, staining and corrosion; combustion; destructive testing; misalignment; unprotected storage; improper shipping or handling; theft and vandalism.
  - Final Waiver of Lien.

#### 1.10 MAINTENANCE OF TRAFFIC WAYS

- A. The Contractor will be granted the use of paved roads and parking areas but shall not infringe on use of same, or access thereto, for passage over the property. Roadways shall not be blocked by standing trucks, parked cars, material storage, dumpsters, and construction operations or in any other manner.
- B. Sidewalk, road and parking areas on the Owner's property shall be kept free from scrap or other material, due to construction operations, and any damage to their surface caused by use by the Contractor shall be reimbursed to the satisfaction of Wesleyan University. Contractor shall provide direction signs as needed or identified by the Owner to redirect pedestrian traffic.
- C. Parking on sidewalks is prohibited. Contractor shall obtain "Temporary Sidewalk Vehicle Access Pass" 24 hours prior to need for access. Pass must be signed by an authorized representative of the University. Pass shall be prominently displayed on vehicle dashboard. See Exhibit G.

#### 1.11 PLANS AND SPECIFICATIONS AT THE SITE

- A. The Contractor shall maintain at the site of the work one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, Schedules and Instructions in order and marked to record all changes made during construction. These shall be available at all times to the Owner or their authorized representatives.

#### 1.12 CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at his own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, conveniences and safety in the execution of his Contract.
- B. All such items shall be subject to approval by the Agency representative as to general stability, type, and location; but responsibility for proper design, strength and safety shall remain the

responsibility of the Contractor. All such items shall comply with OSHA regulations and all other applicable local, state, and federal codes, statutes, rules and regulations.

### 1.13 PROTECTION

- A. Fire Protection: The Contractor shall, during the progress of the work, assume all responsibility for loss or damage by fire to the work included in his contract until completion of the work. No flammable materials shall be stored in the structures in excess of amounts allowed by authorities having jurisdiction. No gasoline shall be stored in or near the work at any time, and none shall be left on site outside of working hours.
- B. Barricades and Warning Signs: Provide barricades and warning signs for the duration of the construction activity. Wesleyan University approved warning signs shall be located in public areas outside of the work area. **Six foot tall chain link fencing shall be used to enclose project work area. Location and layout shall be specific to the project site. Fencing and gates shall also be installed to enclose any area of parking lot used for lay-down or any construction related activities.** Barricades shall be located to impede pedestrian traffic from accessing the work area. Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against.
- C. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. Environmental Protection: Where work will be performed in occupied areas, provide 1HR fire rated dust barriers and approved track mats at all work area access points for the duration of the demolition and construction activity. Track mats shall be cleaned and/or replaced as required to maintain their effectiveness.
- E. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site. Noisy work shall not start prior to 9:00am in occupied areas or prior to 8:30 am in adjacent occupied areas, coordinate with Owner.
- F. Protection: the Contractor shall provide and maintain items required for the protection of existing building structure and finishes such as:  
 Floor materials; Lighting and associated controls; Fire Alarm System; Wall surfaces;  
 Acoustic panels; Door openings and thresholds  
 Damage incurred shall be rectified by the Contractor at no expense to Wesleyan University.
- G. Contractor shall install protection before starting any demolition or alteration work. Protect all attic spaces when roof placements are performed.
- H. Protection from theft or vandalism: The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism at all times during the construction period whether work is in progress or not. The Contractor may, if he chooses, or if it is found necessary or advisable, employ a watchman, at no additional cost to the Owner.
- I. Precaution must be exercised at all times for the protection of persons and property. Contractor shall take or cause to be taken such additional safety and health measures Wesleyan University may determine to be reasonably necessary. Hardhats and shirts shall be worn at all times.

Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in conflict with other applicable laws.

The Contractor shall confer with Wesleyan University Physical Plant, EHS&S and the Project Manager to determine if any chemical or biological hazards are present in a mechanical system before implementing ductwork inspections or revisions to the system. The Contractor shall take all measures necessary to protect the health of workmen involved with the inspection or revision.

- J. Streets, Curbs and Sidewalks - Protect from damage all streets, roads, curbs, sidewalks, and other existing items not removed. Repair and replace, without cost to the Owner, portions which may become damaged as a result of work under this Contract. This work to be done in strict compliance with regulations of authorities having jurisdiction.
- J. The Buildings may be occupied and used during the course of construction. Install protection before starting any demolition or alteration work. Use only new materials in construction of all protection. If wood is called for, all framing members shall be of fire retardant treated wood. No cutting of materials shall be done within occupied spaces.

1.14 IDENTIFICATION BADGES FOR CONTRACTOR'S PERSONNEL

- A. The Contractor shall require that each person working at the site on this project wear a contractor identified shirt and an approved identification badge
- B. Badges are to be worn on outer garment where visible, and shall be returned to the Contractor's field office at the end of each day and picked up there each morning.
- C. The Contractor shall provide a list of names of all subcontractors who shall be on site to perform the work to the Owner upon final award of the work.

1.15 OPENINGS, CHASES, INSERTS, ETC.

- A. It shall be the responsibility of the Contractor to examine the Mechanical and Electrical drawings and consult with the subcontractors, and to provide all such chases, channels or openings as required. These may not be shown on the construction drawings.
- B. The Contractor, the subcontractors and others shall furnish, properly locate and install all sleeves, inserts, hanger, etc. required for the installation of their work. Additional hangers may be required for exposed installations.
- C. After the installation and completion of the work for which openings, channels, chases, etc. have been provided, the Contractor shall properly close and finish all openings, channels, chases, etc., as required to complete the work.
- D. Positive instruction shall be obtained from the Contractor and Owner before cutting beams, arches, lintels or other structural members, and all contractors shall be guided by such instructions.
- E. No chases or slots shall be formed or cut closer than 8" from jambs of openings or intersections of walls so as not to pass through any beams, lintels or other bearings.

#### 1.16 DIMENSIONS AND MEASUREMENTS

- A. The Contractor and each subcontractor shall verify all dimensions for all built-in work or work adjoining that of other trades before ordering any material or doing any work and shall be responsible for connections of same. Any differences which may be found shall be submitted to the Project Manager for consideration before proceeding with the work.

#### 1.17 SURVEY AND LAYOUT

- A. The Contractor shall verify all grades, lines, leveling and dimensions as shown on-the drawings, and shall report any errors or inconsistencies in the above to the Project Manager before commencing work.

#### 1.18 SALVAGEABLE MATERIALS

- A. Salvageable materials shall be protected from damage, removed from the site and turned over to Wesleyan University or disposed of as directed by Wesleyan University. Perform a site walk with Owner to identify salvageable material prior to the start of work. Contractor shall relocate to Owner's storage location at no additional cost to Owner.

#### 1.19 MANUFACTURER'S DIRECTIONS

- A. All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers unless herein specified to the contrary.

#### 1.20 FIRE EXTINGUISHERS

- A. Provide and place one 2-1/2 gallon gas cartridge type antifreeze, Underwriters' Laboratory approved fire extinguisher for each 1,500 sq. ft. or fraction thereof of altered floor area in each story of the building as-soon as flammable materials are on site and wherever flammable materials are stored. Hang extinguishers on plywood backboards painted red, strapped to columns with center six feet above floor. Do not place materials or equipment to obstruct access to fire extinguishers.
- B. Inspect each extinguisher at least once a month during construction period and affix dated tag certifying adequacy of charge and workability of extinguisher.
- C. Extinguishers shall remain property of Contractor and shall be removed at completion of Contract. Do not use Owner's present fire extinguishers to satisfy requirements of specifications.
- D. In area where exposed electrical or telephone equipment occurs, the fire extinguishers shall be of dry chemical type for Class B and C fires.

#### 1.21 SPECIAL CLEANING AND MAINTENANCE

- A. Employ every available method to reduce noise during construction to a minimum and handle materials and rubbish to produce the least amount of dust. All rubbish shall be wetted before being handled, and shall be removed from premises by means of dustproof containers or approved dustproof chutes.



1.22 EXISTING EQUIPMENT AND MATERIALS TO BE REUSED

- A. Existing equipment and materials to be re-used, shall be disconnected, removed, stored, repaired, altered as necessary, cleaned thoroughly, and if wood or ferrous metal surfaces, inaccessible after installation, shall be primed in same manner as for new work.
- B. The terms shall also include handling of the work, preparation of other work to receive reset work, reinstallation of the work in same or other location and adjustments required after reinstallation to assure functioning in a manner satisfactory to Owner.
- C. Contractor shall salvage all interior doors for possible reuse, dispose of doors properly at end of project. Reference hazardous materials report to determine proper disposal.
- D. Contractor shall inventory all salvaged items and submit list to Owner.

1.23 EXISTING EQUIPMENT AND MATERIALS NOT TO BE REUSED

- A. Equipment and materials to be disconnected and removed and not required to be reused, as determined by the Project Manager or specified, nor shown on drawings to be reset, relocated or retained by Owner shall be removed from the premises and properly disposed of by the Contractor, per section 01501. Removed surplus serviceable materials, to be retained by Owner, shall be turned over and delivered to storage at locations as directed.

1.24 TIME AND MANNER

- A. It shall be the specific responsibility of the Contractor to advise subcontractors what responsibility each has for scheduling and performing work to conform to established progress schedule and contract completion date approved by the Project Manager.

1.25 CODES AND SPECIFICATIONS

- A. All references to Standard Specifications and codes made throughout the specifications refer to the latest editions in effect at the time of the proposal. Such references include current addenda and errata, if any, and shall be considered an integral part of the work.
- B. Codes: The Codes and Standards listed below apply to all new and renovated construction. Wherever Codes and/or Standards are mentioned in these specifications or drawings, the latest applicable edition or revision shall be followed, including but not limited to:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• State Building Code</li> <li>• International Building Code</li> <li>• International Residential Code</li> <li>• International Existing Building Code</li> <li>• International Mechanical Code</li> <li>• International Plumbing Code</li> <li>• International Energy Conservation Code</li> <li>• National Electrical Code NFPA 70</li> <li>• ICC/ANSI A117.1-2003</li> </ul> | <ul style="list-style-type: none"> <li>• CT Amendments State Fire Safety Code</li> <li>• NFPA 101 Life Safety Code</li> <li>• Connecticut State Elevator Code</li> <li>• ASME A17.1 Safety Code for Elevators and Escalators &amp; Amendments</li> <li>• Connecticut Supplement</li> <li>• NFPA, ANSI, OSHA, ADA</li> <li>• Utility Company Regulations</li> <li>• Wesleyan University Public Safety Regulations</li> <li>• Environmental Protection Agency</li> </ul> |
|--|--|

- Connecticut State Fire Safety Code
- International Fire Code
- ASHRAE, SMACNA
- Wesleyan Health and Safety Regulations

- C. All materials furnished and all work installed shall comply with the requirements of the local utility companies and all Governmental departments having jurisdiction.
- D. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus and drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether shown on the drawings and/or specified or not.

1.26 ADDENDA ISSUED DURING BIDDING PERIOD

- A. Oral interpretations cannot be given during bidding period. The Bidder may notify the Project Manager in writing of any important items requiring clarification and a written addendum will be sent all to bidders explaining correction or clarification.

1.27 SUPERVISORY PERSONNEL

- A. The Contractor shall provide designated supervisory personnel whenever any workmen are on the site. Designated supervisory personnel may also be a working foreperson.
- B. The Contractor shall provide an internal communications system for all supervisory personnel.

1.28 PROJECT SCHEDULE AND EQUIPMENT SHUTDOWN

- A. A proposed project schedule is to be prepared and submitted to the Project Manager for approval 5 days after intent to award and prior to starting any work.
- B. The schedule of shutdowns is to be approved by and coordinated with the Project Manager prior to this work occurring. 72 hour notice shall be provided.
- C. Electrical shutdown(s) will be required for installation of the new switch in the 480V Main Distribution Switchgear. It shall be assumed the shutdown(s) will be off hours on a holiday.

1.29 SIGNS

- A. No signs or advertisements are allowed to be displayed without the approval of the Owner.

1.30 ERRORS AND OMISSIONS

- A. If any errors or omissions are discovered in the drawings or specifications by the Contractor, the Contractor shall notify the Project Manager in writing of such omissions or errors before proceeding with the work.

1.31 MATERIALS SUBSTITUTIONS

- A. Wherever the words "approved by", "satisfactory to", "inspected by", or similar phrases are used in this specification, they shall be understood to mean that the material or item referred to shall be approved by, satisfactory to, as directed by, submitted to, inspected by, the Project Manager.

1.32 INSTALLATION

- A. The schedule of installation is to be approved by the Project Manager.

1.33 TAX EXEMPTION

- A. This project is tax exempt. The Owner will provide the successful bidder with appropriate information and documentation upon request and/or prior to the signature of the contract for construction.

1.34 HOT WORK PERMIT

- A. Contractor shall apply for hot work permits 48 hours prior to the start of work.
- B. Contractor shall provide fire watch for all torch cutting and/or welding and coordinate with all local authorities having jurisdiction.
- C. Contractor shall protect all areas below and adjacent to work areas with Fire Blankets.
- D. How Work Permit shall be obtained from the office of Environmental Health, Safety and Sustainability.

1.35 HAZARDOUS MATERIAL COORDINATION

- A. Contractor to obtain hazardous investigation report from Owner prior to proceeding with demolition at any awarded location.
- B. All painted surfaces prior to 1978 construction shall be considered to be positive for lead containing paint.
- C. Removal of lead containing materials from Wesleyan University to be coordinated with the office of Environmental Health, Safety and Sustainability and the Project Manager.
- D. Contractor shall be responsible for transporting all lead containing material from the project site to a lead dumpster. **Lead dumpster shall be provided by the Owner** and shall be located on campus. The exact location will be determined by the owner prior to the start of construction.
- E. If required, bag lead paint for disposal to Wesleyan University designated lead dumpster.
- F. Federal, State, Local and OSHA requirements to be strictly adhered to for all lead abatement.
- G. Contractor is responsible for disposal of lead containing materials to Wesleyan University designated lead dumpster.
- H. Any contractor involved with renovation repair and painting projects shall provide current blood test results for ALL employees working on Wesleyan properties before start of any work and monthly thereafter. Post blood work will be required at completion of the project.
- I. Any presence of suspected asbestos containing material shall immediately be brought to the attention of the Project Manager.

- J. Asbestos abatement coordination to be through Project Manager and the office of Environmental Health, Safety and Sustainability.
- K. Manifest for any hazardous materials may only be signed by Wesleyan University Health, Safety and Sustainability Officer, William Nelligan, or authorized Wesleyan designee.
- L. Materials in ductwork or elevator shafts are to be tested for hazardous materials prior to any suctioning of the ductwork or elevator shaft.
- M. All PCB equipment/oil needs to be turned in to **Environmental Health, Safety and Sustainability** (860-685-2771) for proper disposal.

1.36 FALL PROTECTION

- A. Wesleyan University has a zero-tolerance policy. Contractor shall be removed from the site and contract shall be terminated for non-compliance.
- B. Contractor shall meet or exceed all OSHA fall protection requirements. Failure to do so will result in immediate cease and desist and contract termination. Contractor shall provide minimum 10 hour OSHA Training Certification for workman and minimum 30 hour OSHA Training Certification for Working Foreperson or Supervisor to Owner prior to start of work. Fall protection systems shall apply but not be limited to excavations, hoist areas, holes, leading edges, protection from falling objects, low-slope roofs, steep roofs, window washing, wall openings, etc. Contractor shall incorporate controlled access zones, covers, guardrail systems, personal fall arrest systems, positioning device systems, safety monitoring systems, safety net systems, warning line systems, canopies, toeboards, etc.
- C. Contractors on an unguarded walking / working surface which is six (6) feet or more above a lower level shall be protected from falling by the use of a fall protection system(s) 100% OF THE TIME.
- D. A site specific fall protection plan shall be developed by the contractor for all jobs where fall hazards exist if not previously addressed in a site specific safety plan.

1.37 CONTRACT DOCUMENTS

The Contract Documents for the Work are Documents prepared by/for Wesleyan University.

END OF SECTION

**SECTION 01030 - ALTERNATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
  - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

**PART 2 - PRODUCTS – Refer to applicable section**

**PART 3 - EXECUTION – Refer to applicable section**

**PART 4 - SCHEDULES**

**4.1 SCHEDULE OF ALTERNATES**

**Alternate No. 1: CFA A Rehearsal Hall HVAC**

Add for HVAC equipment quick ship. (Total) \$ \_\_\_\_\_

**Alternate No. 2: CFA A Rehearsal Hall HVAC**

Add for Contractor obtained Building Permit Fee(Total) \$ \_\_\_\_\_

**Alternate No. 3: CFA Rehearsal Hall HVAC**

Offices RH106 and RH108; install new acoustic drop ceiling with new lay-in supply and return diffusers and related flex duct to FCU. Reuse existing light fixtures.

(Material) \$ \_\_\_\_\_ (Labor) \$ \_\_\_\_\_ (Total) \$ \_\_\_\_\_

Credit to base bid for ceiling repair in offices RH106 and RH108.

(Material) \$ \_\_\_\_\_ (Labor) \$ \_\_\_\_\_ (Total) \$ \_\_\_\_\_

Alternate 4:

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 5: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 6: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 7: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 8: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

END OF SECTION

**SECTION 01030 - ALTERNATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

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- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
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  - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

**PART 2 - PRODUCTS – Refer to applicable section**

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(Material) \$ \_\_\_\_\_ (Labor) \$ \_\_\_\_\_ (Total) \$ \_\_\_\_\_

Alternate 4:

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 5: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 6: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 7: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternate 8: .

Add \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

END OF SECTION



**SECTION 01040 - COORDINATION****PART 1 - GENERAL**1.01 DESCRIPTION OF WORK

- A. Minimum administrative and supervisory requirements necessary for coordination of work on the project to be fulfilled by the Contractor include but are not necessarily limited to the following:
1. Coordination and meetings.
  2. Pre-installation conferences, quality control during installation
  2. Administrative and supervisory personnel.
  3. Records and reports.
  4. Limitations for use of site and site utility hook-ups.
  5. Special reports.
  6. General installation provisions.
  7. Cleaning and protection.
  8. Coordination with the City of Middletown, including all inspections.
- B. Each Subcontractor must participate, where applicable, even though certain items of work may be assigned to a specific Subcontractor, and even though the Contractor may provide certain general work for overall coordination purposes.

1.02 COORDINATION AND MEETINGS

- A. General: Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. Coordination Drawings: In addition to Composite Drawings, prepare coordination drawings where work by separate entities requires fabrication offsite of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface, and shall indicate installation sequence. Comply with all requirements of Composite Drawings.
- C. **Coordination Meetings:** The Contractor shall schedule general project coordination meetings as required based upon the stage of construction; at regularly scheduled times convenient for the attendance of the parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. At a minimum pre-installation meetings shall be held for the following – planting removals, all concrete, all asphalt, wall layout, HVAC equipment rigging and layout, pole lighting install, electrical work, etc. Required attendance includes each entity identified by any Contractor as being currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner that resolve coordination problems. The Contractor shall preside at each meeting, and shall record meeting results. The Contractor shall record and distribute copies of the meeting results to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.03 ADMINISTRATIVE/SUPERVISORY PERSONNEL

- A. Contractor shall provide full time, on site supervisory personnel for the proper execution of the work.

1.04 LAYOUT

- A. The Contractor's licensed land surveyor shall establish and the Contractor shall maintain, bench marks and other dependable markers. Establish bench marks and markers to set lines and levels for work as needed to properly locate each element of the project. Each Subcontractor shall calculate and measure required dimensions as shown within recognized tolerances. Advise entities performing work, of marked lines and levels provided for their use.
  - 1. Construction limits will vary during the life of the Contract. Provide additional survey and layout requirements as required to coordinate with the changing construction limits.
- B. Before proceeding with the layout of actual work, Contractor shall verify and coordinate the layout information shown on the drawings, in relation to existing bench marks. Do not scale drawings. Recheck measurements and dimensions, before starting each installation. Report discrepancies to the Owner prior to proceeding with that work.
- C. The Contractor shall establish the building column, wall, and partition lines required by the various subcontractors in laying out their work. The Contractor shall locate and verify all utilities and utility tie-in locations.
- D. The Contractor shall coordinate and supervise the work performed by Subcontractors to the end that the work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor shall at all times afford each trade, any separate contractor, and the Owner, every reasonable opportunity for the installation of work and the storage of materials, so long as no material delay to the general progress of the work results.

1.05 LIMITATIONS ON USE OF THE SITE

- A. General: Administer allocation of available space equitably among the Subcontractors and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
  - 1. Contractor shall be responsible to not limit access to all primary and secondary roads and walkways within the site and the entire campus as a result of the Contractor's operations.
  - 2. Parking on sidewalks is prohibited. Contractor shall obtain "Temporary Sidewalk Vehicle Access Pass" 24 hours prior to need for access. Pass must be signed by an authorized representative of the University. Pass shall be prominently displayed on vehicle dashboard. See Exhibit G.
  - 3. Contractor's vehicles and deliveries are restricted. Owner's Representative will determine the location of site access.
    - A. Variations in the above requirements may be permitted provided the Owner is notified at least one week in advance and the Owner agrees to the proposed exceptions.

- B. Staging areas, access to site and Contractor's parking areas shall be addressed during the pre-bid meeting and pre-construction meeting. No change in the Contract Sum will be permitted as a result of the Owner's decisions in this matter.
  - C. The Contractor shall coordinate his activities with significant events on Wesleyan's academic calendar, including, but not limited to Commencement, Homecoming, Summer Projects, Summer Conferences, Art activities within the CFA, Student Arrival, and Student Departure. The Contractor's use of the site may be restricted or denied on these days.
- A. The site has other buildings that are in use and will be in continuous operation during the performance of the Work. The Work shall be completed without interruption of or change in the regular schedule of operations of the other buildings. No access is permitted to the existing buildings without prior written approval of the Owner's Representative.
  - B. Existing utilities and services affected by the Work shall be kept in active service at all times unless permitted otherwise. Be responsible for any damage done to existing construction, work in place, facilities, utilities, services and equipment, resulting from the Contractor's operations in connection with the Work. Damage to facilities, services, connections, etc., shall be repaired immediately by competent skilled mechanics acceptable to the Owner.
  - C. Live circuits or working plumbing, heating, ventilating or air conditioning plant or equipment, mechanical piping, installations and connections, and/or plant and equipment related to other operating buildings shall not be disturbed without specific direction and approval.
    - 1. Whenever such work is contemplated, the Contractor shall submit to the Owner a written request for scheduling such work. This written request shall be received ten (10) working days prior to the date on which the proposed work will be performed and addressed at the Project Meeting prior to the required shutdown.
    - 2. The shutting off and turning on of electric current, active services, etc., in live circuits or active plumbing and mechanical piping, water, steam, serving lines, plant, equipment, etc., of the existing facility will be done by or under supervision of the authorized representatives of the occupants of the existing facility buildings.
  - E. Construction Parking and Staging
    - 1. Construction parking, trailer and staging areas are limited to an area that will be determined by the Owner's Representative.
 

PARKING – Contractor and subcontractors shall be allowed the reasonable use of the site and parking shall be allowed for fully insured on site management vehicles and those fully insured marked vehicles required for the construction of the project. All other vehicles and personal vehicles shall be parked at the Vine Street parking lot, Lot V. Transportation to and from the project site shall be the responsibility of the contractor and subcontractors. In no event shall the contractor or subcontractors park in a University lot designated for Students, Staff, or Faculty. Alternate parking locations to be identified by Owner.
    - 2. Contractor shall furnish all labor required for loading and unloading of materials.

3. The Contractor shall provide a field office trailer. Place trailers/field offices in an approved construction parking, staging area. Provide all facilities for field offices and trailers, such as office equipment, computers with internet access, telephone, fax, power, heat etc.
4. Contractor shall keep access routes and parking areas used for the work clean of debris and other obstructions resulting from the work.
5. Make repairs to site that is damaged as a result of the Contractor's operations. Repairs shall be to the satisfaction of the Owner.

#### 1.06 SPECIAL REPORTS

- A. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, the Contractor shall prepare and submit a special report. The report shall list chain of events, persons participating, the response by the personnel of the Contractors, an evaluation of the results or effects and similar pertinent information.
  1. Submit special reports directly to the Owner's Representative within one day of an occurrence.

### **PART 2 - SUBMITTALS**

#### 2.01 SUBMITTALS

- A. Coordination Drawings: Before construction work can begin, the respective Contractors shall submit to the Owner computer-drawn (CAD) coordination drawings in the form of (a) reproducible (sepia or mylar) transparencies at not less than ¼ inch scale and (b) CAD files of the coordination drawings. Such drawings will be required throughout all areas for trades as described below. These drawings would show resolutions of trade conflicts in congested areas. The Owner will supply base drawings, including floor plans and reflected ceiling plans, in the form of electronic CAD files, using the AutoCAD release edition specified with the files, to all trade contractors referenced in this section. Each trade contractor shall create separate layers within the CAD files to show the work of their trade.
- B. Prepare Coordination Drawings as follows:
  1. The HVAC subcontractor shall prepare the CAD coordination drawings showing all ductwork, all pertinent heating piping, and equipment. These drawings may be the same as the required ductwork shop drawings. The drawings shall be prepared with due regard to lighting fixtures, sprinklers, air diffusers, other ceiling-mounted items, ceiling heights, structural work, ease of maintenance, electric code clearance, and other contract requirements. Review appearance of each installation with Owner's Representative. Also, prepare with due regard to reflected ceiling plans.
  2. HVAC Contractor shall have sepia transparencies made therefrom, and shall submit these transparencies and associated CAD coordination files to all major trade Contractors.
  3. The Plumbing/Fire Protection Subcontractor shall add layers to the CAD coordination drawing files, indicating the plumbing/fire protection work, and shall indicate areas of conflict by highlighting all locations of conflicting piping and equipment.

4. The Electrical Subcontractor shall add layers to the CAD coordination drawing files, and shall indicate areas of conflict by highlighting all locations of equipment, lighting fixtures, cable trays and major conduit.
  5. The Ceiling Subcontractor shall utilize the CAD drawing files to prepare acoustic panel ceiling drawings, and shall indicate areas of conflict with the work of other trades by drafting the location of grids, panels, and tiles.
  6. The General Construction Contractor shall indicate Architectural/Structural conflicts or obstacles and coordinate to suit the overall construction schedule.
  7. The General Construction Contractor shall expedite all drawing work and coordinate to suit the construction schedule. The General Construction Contractor shall then review these drawings and compare them with the Architectural, Structural, Equipment and other drawings and determine that all of the Work can be installed without undue interference. In the case of unresolved interference's, the General Construction Contractor shall notify Owner, who shall direct the various Contractors as to how to revise their Work on the drawings to avoid such interference's and shall then submit a revised copy of the CAD coordination drawings to Owner with an accompanying memo stating that all interference's have been corrected and that the Work can be installed as shown on the Drawings without interference.
  8. Trades Work in a given bay or area should not proceed until all trades foremen agree on the exact arrangements for each room or area. If a given trade proceeds prior to trades' approval, then, if necessary, that trade shall revise the Work at no extra cost in order to permit others to proceed.
- C. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses, telephone numbers and include a copy of their resumes.
1. Comply with requirements contained in Section 01301, Submittals.
  2. Post copies of the list in the Project Meeting Room, the temporary field office, and each temporary telephone.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL INSTALLATION PROVISIONS**

- A. Pre-installation Conferences: Schedule and hold a preinstallation meeting at the project site well before installation of each unit of work which requires coordination with other units of work. Contractors involved in the unit of work as well as the Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting.
1. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action and completion dates. Distribute the record of the meeting promptly to everyone concerned, including the Owner.

2. Do not proceed with the unit of work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.
- B. **Installer's Inspection of Conditions:** Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
  - C. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
  - D. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
  - E. Provide attachment and connection devices and methods for securing work properly. Secure work true to line and level and within recognized industry tolerances. Allow for expansion and building movement. Provide uniform joint width in exposed work.
    1. Conditions producing questionable visual effects or effects not shown or described in the Contract Documents shall be referred to the Owner for evaluation.
  - F. Recheck measurements and dimensions of the work, as an integral step of starting each installation.
  - G. Install each unit of work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.
  - H. **Enclosure of the Work:** Contractor shall coordinate the closing in of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
  - I. **Mounting Heights:** Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. The Owner shall review and approve the mounting heights of all work not specifically shown or described in the Contract Documents prior to installation.
  - J. **Noise and Vibration Control:** Due to the nature of the Owner's activities at the site the Contractor is required to exercise due diligence in controlling noise and vibration resulting from construction operations. No radio playing on site is permitted by the Contractor.
    1. Comply with all applicable state and local laws, ordinances, and regulations relative to noise control.
    2. Equipment to be employed on this site shall not produce a noise level exceeding the 86 Db(A) at a distance of 50 feet from the equipment under test.

3.02 CLEANING AND PROTECTION

- A. General: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on travel ways to the work site and on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.
- B. Protect all furnishings/equipment not removed from the project site.
- C. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- D. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.

END OF SECTION

**SECTION 01045 - CUTTING AND PATCHING**

**PART 1 - GENERAL**

1.01 DESCRIPTION OF REQUIREMENTS

- A. Definition: "Cutting and patching" includes cutting into new or existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
  - 1. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
  - 2. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".
- B. Contractor shall be certified and use lead safe work practices in all buildings constructed pre-1978.
- C. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

1.02 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.
- B. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.
- C. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Owner's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Owner to be cut and patched in a visually unsatisfactory manner.

1.03 SUBMITTAL

- A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable,



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in the submittal:

1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to work, including structural, operational and visual changes as well as other significant elements.
2. List products to be used and firms that will perform work.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
5. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
6. Approval by the Owner to proceed with cutting and patching work does not waive the Owner right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.
7. Submit a complete set of photos recording all existing conditions and recording the quality of the conditions. Include a report with the photos to identify any areas of potential concern.

**PART 2 - PRODUCTS**

2.01 MATERIALS

- A. General: Except as otherwise indicated, or as directed by the Owner, use materials for cutting and patching that are identical. If identical materials are not available, or cannot be used, subject to requirements in the Contract Documents for substitutions, use materials that match adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

**PART 3 - EXECUTION**

3.01 INSPECTION

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Before the start of cutting work, meet at the work site with all parties involved in cutting and

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patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

3.02 PREPARATION

- A. Temporary Support: To prevent failure, provide temporary support of work to be cut.
- B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
  - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- C. Protect all surfaces in the space in a manner to ensure they remain in like new condition.

3.03 PERFORMANCE

- A. General: Use lead safe work practices in all buildings constructed pre-1978. Employ skilled workers to perform cutting and patching work. Except as otherwise indicated or as approved by the Owner proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. It shall be the responsibility of the Contractor to examine the Mechanical and Electrical drawings and consult with the Subcontractors, and to provide all such chases, channels or openings as required. These may not-be shown on the construction drawings.
- C. The Contractor, the subcontractors and others shall furnish, properly locate and install all sleeves, inserts, hanger, etc. required for the installation of their work.
- B. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
  - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or core drill to ensure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Materials and equipment used to complete work shall be of the highest quality and sound working condition. Temporarily cover openings when not in use.
  - 2. By pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by pass and cutting, cap, valve or

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plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

3. No chases or slots shall be formed or cut closer than 8" from jambs of openings or intersections of walls so as not to pass through any beams, lintels or other bearings.
- C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
  2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
  3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove floor and wall coverings and replace with new materials.
    - a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface to intersecting corner containing patch, after patched area has received prime and base coat.

3.04 CLEANING

- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Lead safe work practices to be followed in buildings constructed pre-1978. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

**SECTION 01200 - PROJECT MEETINGS**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  - 1. Progress meetings.
  - 2. Pre-installation conferences
  - 3. Coordination meetings.
  - 4. Scheduling.
- B. Related Sections:
  - 1. Section 01301 - Submittals.

1.2 COORDINATION, GENERAL

- A. Contractor shall provide close administrative and procedural coordination of scheduling and reporting requests with those of other Contractors. Contractor shall be responsive to overall coordination responsibilities of the Project. Contractor shall coordinate both the listing and timing of reports and other activities required by the provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at time intervals required.

1.3 PRELIMINARY PROGRESS SCHEDULES

- A. Bar - Chart Schedule: Unless otherwise noted, not more than 10 days after the Date of Notice to Proceed, the Contractor shall submit a bar - chart type progress schedule. On the schedule, indicate a time bar for each major category of work to be performed at site, properly sequenced and coordinated with other elements of the work. Show completion of the work sufficiently in advance of the date established for substantial completion of the work. If schedule adjustments are necessary for proper sequencing and coordinating of work, the Contractor shall schedule a meeting of Subcontractors at the earliest reasonable date, and shall direct necessary adjustments to the bar - charts. See 01301 for additional scheduling requirements.

1.4 SUBMITTAL SCHEDULE

- A. General: Not later than 10 days after the Date of Notice of Award, Contractor shall prepare a complete schedule of work - related submittals for each Contract. Correlate each submittal schedule with the listing of principal subcontractors, as required by the General Conditions, and with the "listing of products" as specified in "Substitutions" sections and elsewhere in Contract Documents.
- B. Form: Prepare submittal schedule in chronological sequence of submittals. Show category of

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submittal, name of subcontractor, generic description of work covered, related section numbers, the activity or event number on the CPM progress schedule, the scheduled date for the first submittal, resubmittal, and the final release by Owner.

- C. The Contractor shall revise the master submittal schedules at least once every two weeks. Show current status of submittals. Note Owner's activities that affect the work. Distribute updates to all affected parties.
- D. The Contractor shall prepare a weekly status letter to the Owner, containing the following:
  - 1. A list of shop drawings, product data, samples, etc., which have been sent to but not returned by the Owner giving name of the Contractor, subcontractor (if any), drawing, product data, sample, etc., submittal number, title and date of submission.
  - 2. An indication of the desired priority of the return, if necessary. This procedure shall be maintained throughout the active submittal period of construction.
  - 3. Provide a summary of the past 2 weeks activities and the proposed activities for the coming two weeks.

### 1.5 PROGRESS MEETINGS, REPORTING

- A. General: In addition to specific coordination and pre -installation meetings for each element of work, and other regular project meetings held for other purposes, the Contractor shall schedule and hold a general progress meeting each week. Contractor and each other entity then involved in planning, coordination or performance of work is required to be properly represented at each meeting. At each meeting, review each entity's present and future needs, change orders, and documentation of information for payment requests. Discuss the status of each element of work pertaining to schedule; and updated progress schedule accordingly. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time.
  - 1. Reporting: Within 2 days after each progress meeting date, the Contractor shall distribute copies of minutes-of-the-meeting to each entity present and to others who should have been present.
  - 2. Schedule Updating: Immediately following each progress meeting, where revisions to progress schedule have been made or recognized, the Contractor shall revise the integrated progress schedule and reissue revised schedule concurrently with report of each meeting.
- B. Weekly Reports: Contractor shall prepare a weekly report recording information concerning events at the site. Submit to the Owner by the end of the following day on which the Contractor's Work is being performed.
- C. Daily Construction Reports: Contractor shall prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Owner at weekly intervals:

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1. List of subcontractors at the site.
2. Count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.
6. Stoppages, delays, shortages, and losses.
7. Meter readings and similar recordings.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Services connected, disconnected.
12. Equipment or system tests and startups.
13. Partial Completions, occupancies.
14. Substantial Completions authorized.
15. Inspections performed – owner, contractor, material supplier, manufacturer, special inspector, surveyor, city, etc.

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 – EXECUTION** (Not Applicable)

END OF SECTION

## SECTION 01301 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. This Section specifies general requirements and procedures for preparing and submitting shop drawings, product data, and samples.
- B. Submittal requirements specified in this Section apply to shop drawings, schedules, working drawings, certifications, calculations, test data, samples, product data and any other supplementary data required to amplify the Contract Drawings, show arrangements and details, and/or provide comprehensive descriptions of the Work to be performed.
  - 1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Sub-contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
  - 2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
  - 3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- C. Submittal of shop drawings, product data, samples, etc., specially prepared for the Work by any Subcontractor, manufacturer, supplier, or distributor shall be made through the Contractor.
- D. Calculations as submitted shall be certified by a Professional Engineer registered in the Jurisdiction of Project location and shall convey, or be accompanied by sufficient information to completely explain the structure, machine or system described and its intended manner of use.
- E. Pertinent submittal requirements are specified in the several Sections of the Specifications. Specific requirements set forth in the Specifications for furnishing submittals for any particular portion of the Work shall not limit the obligation of the Contractor to furnish submittals for any other portion when so required.
- F. Submittal of shop drawings, product data and samples by the Contractor shall allow enough time for a maximum 2 full review and revision cycles to ensure an adequate allowance of time for the submittal process. A cycle is made up of the separate review/revision periods of the Contractor and the Architect.
- G. Refer to individual Specification Sections, to the General Conditions, and to other Sections in Division 1 for specific requirements on submittal of closeout information.
- H. No portion of the Work requiring submission of shop drawings, product data, samples, etc., shall be commenced until the submittal has been reviewed, acted on, and satisfactorily

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completed. All such portions of the Work shall be completed in accordance with the accepted submittal, or submittals and the Contract Documents.

- I. The Contractor shall be responsible for, and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the Work prior to acceptance, of the necessary submittals.
- J. Review all submittals, forwarding to the Owner those submittals which meet the requirements of this section and returning for resubmission those submittals which require modification or adjustment.
- K. Failure of the Owner to note unacceptable submissions or specific portions thereof shall not be deemed to relieve the Contractor of his responsibility for completing the Work in accordance with the requirements expressed in the Contract Documents.
- L. The Contractor shall prepare and submit a Construction Progress Schedule prior to the submission of the Contractor's first Application for Payment.
- M. No extension of time will be granted, nor will any consideration be given to claims arising out of the Contractor's failure to submit Shop Drawings, Product Data, Samples, or related submittals which do not allow adequate lead time for review by the Owner and its Consultants, and also do not allow ample time for revision and subsequent review, as required.
- N. The Owner review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals.

1.2 SUBMITTAL REQUIREMENTS

- A. Contractor shall prepare and process a submittal, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of the Owner or any separate contractor, submittals required by the Contract Documents or subsequently by the Architect, or the Owner, to more fully explain or illustrate some portion of the Work. Sequence submission of shop drawings, product data, samples, etc., such that all information is available for reviewing each submittal when it is received. Partial or piecemeal submittals or submittal not adequately reviewed by the Contractor are not acceptable and will be returned without action or time extensions.
- B. Contractor shall not make submittals which are incomplete or which do not comply with the Contract Documents.
- C. Coordinate and effectively sequence different categories of submittals for the same work and for interfacing units of the Work, so that one will not be delayed for lack of coordination with another.
- D. Submittals shall indicate compliance with called for standards and codes, and identify materials. Coordination details shall be clearly noted. Include complete information for making necessary connections with related and adjoining Work. Submittals not containing the Contractor's approval stamp shall be returned as not an acceptable submission.
- E. By approving and submitting shop drawings, product data, samples, etc., the Contractor



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represents: (i) that he has determined and verified materials, quantities, dimensions, specified performance criteria, catalog numbers, field measurements, field construction criteria, installation requirements, and similar data related thereto, or will do so with reasonable promptness; and, (ii) that he has checked, reviewed, and coordinated the information contained within each such submittal with other submittals and with the requirements of the Work and with the requirements appearing in the Contract Documents.

1. Data shown on submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to permit the Architect to review the information.
  2. At the time of each submission, the Contractor shall give the Owner specific written notice of each variation that the submittal may have from the Contract Documents.
  3. The Contractor shall note on resubmissions revisions other than the revisions or corrections on previous submittals.
  4. Submittals which do not conform to the requirements stated in the Contract Documents will be considered unacceptable, unless otherwise determined acceptable under the provisions of Paragraph "REVIEW".
  5. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the requirements contained in the Contract Documents, even though submittals have been reviewed and accepted.
- F. Deliver three (3) copies + one (1) email copy; unless directed otherwise, of each submittal via courier service, hand conveyance, post paid express mail, United Parcel Service or other equally good and sufficient prepaid delivery. Electronic copy may be submitted prior to, in addition to, hard copy submission in the essence of time.
1. Delivery time is part of the review and revision period of the Contractor or Owner initiating the delivery.
  2. Charges in connection with the delivery of submittals to Owner's office or where directed by the Owner shall be paid by Contractor.
  3. Submittals received after 3:00 P.M. will be logged in and considered received the next business day.
  4. Submittals going to the Owner's consultants shall be sent directly to the respective consultant with a copy of the transmittal and submittal to the Owner. Owner shall determine which consultants shall receive direct submittals.
  5. Submittals will be reviewed at weekly meetings as time permits to ensure entire team is coordinating effectively. Submittals may be hand delivered at weekly meetings.
- G. The Contractor shall initiate the submittal process for each submittal as noted on the approved/reviewed submittal schedule. Submittals shall be transposed to ensure a timely and orderly sequence of construction without delay of the work. Contractors shall review and comprehend submittals prior to submission.

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- H. A Submittal cycle begins the day the Owner receives the submittal from the Contractor.
- I. Once the submittal process is initiated, comply with the following maximum times allotted for complete review/revision/delivery periods to run consecutively without interruption.

	Cycle 1	Cycle 2	Cycle 3
Contractor:	—	3 days	3 days
Owner/Engineer:	3-5 days	3 days	3 days

For each party a period begins the day a submittal is received and ends one day prior to the day it is received by the next reviewing party.

- J. If two review/revision/delivery periods have been completed without an acceptance of the submittal, the Contractor and the Owner will hold a coordinated meeting after the Contractor has reviewed the Owner's latest comments. This meeting shall take place during the Contractors allotted review period and in no way suspends the time allotted for the submittal process.
  - 1. The Contractor shall reimburse the Owner the cost for additional review time of their Consultants for reviews after the 2nd submission.

- K. Submittals shall be accompanied by a letter of transmittal from the Contractor; number transmittals consecutively for each specification section. Indicate if submittal is original or resubmittal. On resubmittals, note the Architect's file number and project identification.

(Example:)

04200-1-1 = Submittal # 1, First Submission  
04200-1-2 = Submittal # 1, Second Submission  
04200-2-1 = Submittal # 2, First Submission

- L. Provide each submittal and letter of transmittal with the following data in a title or reference block or on an attached tag or label. Example:
  - 1. NA
  - 2. Date of submittal, drawing number, revision number, and date of each revision, if any.
  - 3. Name and location of Project.
  - 4. Name of Contractor, subcontractor, or manufacturer.
  - 5. Specification Section title and number under which the Work is to be performed and the Contract Drawing number and detail that relate to the submittal.
  - 6. Space for Owner and/or Engineer's stamps.
  - 7. Owner's name and project number.
- M. Maintain one (1) complete set of final submittals at project site for reference. Maintain one (1) complete set of final submittals at plant or shop office and at the project site for reference.
- N. Provide additional submittals for distribution to subcontractors, materialmen, suppliers, fabricators, governing authorities and others as necessary for proper performance of the Work. Include such additional copies in transmittal where required before final distribution. Record

distribution on transmittal forms.

- O. Each transmittal shall have a dated transmittal number (whether first, second, third, etc.) and each transmittal after the first shall be clear of previous stamps.
- P. Review each submittal and if it is acceptable, meeting the requirements of this section and showing the correct scope of work, certify in writing on the submittal and forward the submittal to the Architect and all other appropriate consultants for their review and action. Distribution to consultants shall be determined by the Owner. Transmittal cover shall have a section/box specifically identifying if the submittal meets project plans and specifications.

### 1.3 SHOP DRAWING REQUIREMENTS

- A. Provide shop drawings with graphic data accurately scaled and dimensioned. List reference Contract Drawing numbers and shop drawing numbers for related work by subcontractors, materialmen, sub-subcontractors, and fabricators.
- B. Symbols and numbers used on the Contract Drawings and in the Schedules shall be used on shop drawings or shall be shown in parenthesis. Items shown on shop drawings shall be clearly identified with their location in the Work, or by sheet or detail number in which they appear.
- C. Contract Drawings shall not be reproduced or used for shop drawings or erection purposes.
- D. Number shop drawings consecutively.
- E. Drawings, the original design for which is the responsibility of the Contractor, shall bear the seal of a Professional Engineer registered in the jurisdiction of Project location.
- F. Shop drawings shall show design, dimensions, kinds of materials, connections, and other details necessary to insure that requirements appearing in the Contract Documents are accurately interpreted. Shop drawings shall show proper connections with adjoining work in detail. Where adjoining work requires shop drawings, such drawings shall be submitted for review at the same time so that connections can be accurately checked.
- G. Shop drawings shall: (i) establish the actual detail of manufactured or fabricated items and indicate proper relation to adjoining work; (ii) incorporate minor changes of design or construction details to suit actual conditions; and, (iii) supplement the Contract Drawings by correctly reflecting field conditions and incorporating required field measurements. Identify and verify where field dimensions are required and obtain required field dimensions.
- H. Where separate Sections are involved, shop drawings shall be coordinated and where required by the Owner shall be submitted in composite form clearly designating Section, subcontractor, or trade, and compliance responsibility. The words "work by others" will not be accepted.

### 1.4 COMPOSITE DRAWINGS

- A. In the interest of coordination and expediting the Work in all areas, the Contractor shall prepare and submit composite drawings embodying the Work of the various trades and/or subcontractors involved.

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- B. After review, the Contractor shall distribute prints of reviewed composite drawings to affected trades and/or subcontractors. Require that involved trades and/or subcontractors cooperate in preparation of the composite drawings to assure proper coordination between trades and/or subcontractors. Participating trades shall indicate their approval on these composite drawings.
- C. Prepare composite drawings and installation layouts when required to solve field conditions. Such drawings shall include dimensioned plans, sections and elevations, shall indicate layout and dimensions of ductwork with relationship to plumbing, heating, and chilled water piping, and shall give complete information, particularly size and location of sleeves, inserts, attachments, openings, and structural interferences.
- D. Prepare composite drawings at a scale of not less than 1/4 in. = 1 ft. 0 in. Show components at verified field locations. Insure allocation of adequate space for clearance, connection, maintenance, and accessibility.
- E. On composite drawings, include the following:
  - 1. Building structure, finishes and access doors.
  - 2. Piping systems, including valves and hangers.
  - 3. Ductwork, including dampers and hangers.
  - 4. Electrical distribution, including pull boxes.
  - 5. Mechanical and electrical equipment.
  - 6. Note the sequence of installation when necessary.
  - 7. Composite drawings and field installation layouts shall be coordinated in the field by designated Contractor and subcontractors for consistency and proper installation relationships based on field conditions. They shall be checked for accuracy and approved by affected subcontractors, trades, etc., before submission.

1.5 DRAWING SUBMITTAL PROCEDURES

- A. Submit one (1) electronic/email and four (4) black or blue line prints of shop drawings to the Owner. Distribution to consultants will be determined by the Owner.
- B. Review the drawings to ensure and certify that they comply with requirements of Contract Documents before delivering them to the Owner. The Contractor shall stamp drawings prior to submitting to the Owner.

1.6 REVIEW

- A. The Owner will review submittals with reasonable promptness. Review will be only for conformance with the design concept of the Project and with the information given in the Contract Documents and will not extend to means, methods, techniques, sequences or procedures of construction (except where specific means, methods, techniques, sequences or procedures of construction are required by the Contract Documents). The review and

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acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. Contractor shall make corrections required and shall return the required number of corrected copies of shop drawings and submit as required new product data and samples for review and acceptance.

- B. Review and acceptance of submittal samples shall not relieve Contractor from responsibility for any variation from the requirements appearing in the Contract Documents unless Contractor has in writing called the attention to each such variation at the time of submission and the Owner has given written acceptance of each such variation by a specific written notation thereof incorporated in or accompanying the shop drawing, product data, or sample acceptance; nor will any acceptance relieve the Contractor from responsibility for errors or omissions in the submittal from responsibility for proper fitting of the Work, nor from the necessity of furnishing all work required by the Contract Documents.
- C. Following review, Owner will note one (1) of the following actions. The actions are:
1. "Reviewed": Means the submission is in general conformance with design concept. Construction, fabrication and/or manufacture can proceed subject to the provision that the work shall be in accordance with the requirements of the Contract Documents. Final acceptance of the work shall be contingent upon such compliance.
  2. "Furnish as Corrected": Means the submission is in general conformance with the design concept subject to notations on the returned Shop Drawings. Construction, fabrication and/or manufacturer can proceed subject to the provision that the work shall be carried out in compliance with all annotations and/or corrections indicated on the returned Shop Drawings and Product Data and in accordance with the requirements of the Contract Documents. Final acceptance of the work shall be contingent upon such compliance.
  3. "Revise and Resubmit" and "Resubmit for Record Only": Means that the Contractor shall revise and resubmit the Shop Drawings and Product Data in accordance with all annotations and/or corrections indicated therein. If construction, fabrication and/or manufacture proceeds it is at the Contractor's risk. Shop Drawings and Product Data bearing stamp shall not be permitted on the Project Site.
  4. "Rejected" and "Submit Specified Item": Means that the submission is rejected for nonconformance with the construction documents and the Contractor shall make a new submittal which shall comply with the requirements of the Contract Documents. If construction, fabrication and/or manufacture proceeds it is at the Contractor's risk. Shop Drawings and Product Data bearing stamp shall not be permitted on the Project Site.
- D. Contractor shall make corrections required and shall promptly resubmit the required number of corrected copies of shop drawings and product data until "Reviewed", or "Furnish As Corrected"
- E. Resubmittals shall be handled in the same manner as first submittals.
- F. One (1) reproducible, which will give the Contractor necessary instructions for correction of same, will be returned to the Contractor.
- G. Contractor shall be responsible for correctness of dimensions other than principal controlling dimensions and properties described on the Contract Drawings, and shall call the attention of the

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Owner to errors or discrepancies that he may discover therein.

- H. Contractor shall have no claim for damages that may result from following an error except for an error in principal controlling dimensions and properties shown on the Contract Drawings.
- I. Contractor is similarly responsible for: (i) confirming and correlating quantities and dimensions; (ii) selecting fabrication processes, manufacturing details and workmanship, and techniques of construction; and, (iii) properly coordinating and synchronizing the Work in accordance with requirements expressed in the Contract Documents.
- J. Actions which change Contract Price, or Prices, under any Pay Item, or Items, or time for completing performance, shall be brought to Owner's attention before proceeding.
  - 1. Carrying out of the Work or ordering of materials before such acceptance may constitute a cause for rejection of the Work or materials.
- K. Contractor shall be responsible, and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the Work prior to review and acceptance of required submittals.
- L. Shop drawings and other submittals, shall not be issued to the field or used in the Work without Owner's or required consultants' stamp of acceptance.

1.7 PRODUCT DATA

- A. Product data called for by the Contract Documents or subsequently by the Owner shall be properly provided as specified.
- B. The Contractor shall make any corrections required and shall resubmit the required number of corrected copies of product data until acceptance, as required for shop drawings.
- C. Submit three (3) copies, together with a letter of transmittal, to the Owner. Owner shall make required distribution to other consultants.
- D. Highlight product data or note to indicate the specific characteristics of the product.
- E. All product data shall be labeled identifying the Contractor or subcontractor and the work for which the product is submitted.

1.8 SAMPLES

- A. Samples called for by the Contract Documents shall be properly provided by the Contractor as specified, or as the Owner may subsequently require.
- B. Submit three (3) samples, unless otherwise indicated, together with a letter of transmittal, directly to the Owner. Contractor shall make required distribution to other consultants when directed by the Owner.
- C. Samples shall be of sufficient size to show the quality, type, range of color, finish and texture of the material. Samples are for review and confirmation of color, pattern, texture, "kind" and

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other specified characteristics. Compliance with other requirements is the exclusive responsibility of the Contractor.

- D. Each sample shall be labeled, both on the outside packing and on the samples themselves, giving the descriptive name and quality of the item, the Contractor's name, Subcontractor name, date, Contract and Project, and the Specification or Drawing reference related to the samples submitted and the name and address of the manufacturer of the sample, or samples, submitted.
- E. Each label or tag shall have sufficient clear space to permit application of the Contractor's approval stamp and the Owner's Action Stamp.
- F. Samples required for a particular Specification Section shall be submitted together. Samples shall be submitted from the same source which will supply the actual job.
- G. Samples of materials or products which are normally furnished in containers or packages, which bear descriptive labels and/or application or installation instructions, shall be submitted with such labels and/or instructions.
- H. Number sample transmittals consecutively in sequence with shop drawing and product data transmittals. Where appropriate, test data and/or manufacturers' certificates shall be referenced in and forwarded with letters of transmittal.
- I. Samples without accompanying certificates or test data will be returned without action.
- J. In the event that a range of variations in texture, graining, color or other characteristics may be anticipated in furnished materials, assemblies, or elements of the Work, a sufficient number of samples of such materials or products shall be submitted to indicate the full range of characteristics which will be present in the materials or products proposed for the Work.
- K. If examination discloses that the sample is not submitted to their satisfaction, the Owner shall give the Contractor the necessary instructions for correction. Upon correction, the Contractor shall resubmit the sample, or samples, and another review will be made. This procedure shall be repeated until the Contractor submits samples that are accepted.
- L. Consideration and review of samples will only be made for the characteristic, color, texture, strength, or other feature of the material named in the Owner's finding of acceptability, and no other.
- M. Valuable samples such as hardware, plumbing, and electrical equipment, parts, fixtures, controls, operating devices, not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work, providing suitable permanent records are made as to location of the samples.
- N. When samples are accepted, supply one (1) piece to materialman's, fabricator's, manufacturer's, etc., shop, and retain one (1) sample in a suitable place at the Project site for use by all concerned as the standard for color, pattern, texture, kind, characteristic, etc., represented.
- O. The Contractor shall both retain samples marked "Reviewed", "Furnish As Corrected" intact to ensure that the Work is completed in accordance with these samples.

1.9 CERTIFICATES OF COMPLIANCE

- A. When required Contractor shall furnish authoritative evidence in the form of manufacturer's certificates of compliance that materials to be used in the Work have been manufactured and tested in conformity with the requirements appearing in the Contract Documents and are certified acceptable.
- B. Certificates shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product, or on similar products, being fabricated by the manufacturer.
  - 1. Certificates shall be delivered to the Owner prior to installation of material or equipment to which they refer.
  - 2. Certificates of compliance shall contain the following information:
    - a. Name of Project to which material is consigned and Contractor to whom material is supplied.
    - b. Kind and quantity of material represented by the certificates.
    - c. Shipment identification, label or seal marking.
    - d. Date and method of shipment and means of identifying the consignment.
    - e. Statement that the material has been tested and found in conformity with the pertinent contractual requirements stated in the certificate.
    - f. Signature of a person having legal authority to bind the supplier.
- C. Certificates of specific manufactured products shall be accompanied with appropriate manufacturer's literature and shall state required information relating to the material being supplied.
- D. Certifications shall simply state that the items offered meet contractual requirements.

1.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule for Projects of Smaller Scope and Cost: Prepare a fully developed, Critical Path Method (CPM) bar- chart type Contractor's construction schedule. The schedule shall be a Critical Path Method (CPM) schedule prepared with the latest version of Microsoft Project Software. Submit one copy on flash drive or CD and two printed hard copies of the schedule to the University Representative within 5 days after the Contract Award.
- B. Bar-Chart Schedule for Critical Path Method: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. The schedule shall be a Critical Path Method (CPM) schedule prepared with the latest version of Microsoft Project Software. Submit one copy on flash drive or CD and two printed hard copies of the schedule to the University Representative within 5 days after the Contract Award.



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1. The Schedule shall be of sufficient detail to indicate all significant construction activities. The level of detail should be such that no activity exceeds 20 working days. Where similar activities continue beyond the 20-day limit, these activities should be broken into subgroups, areas, or phases so that the 20-day maximum duration is maintained. Consult with the University regarding general activity detail.
2. The Detailed Construction Schedule (DCS) shall be a cost and resource loaded schedule with each activity being assigned a job hour value and a cost. Each activity in the DCS shall include:
  - a. A description that clearly identifies the activity and location of work.
  - b. The duration, expressed in full workdays, not to exceed 20 working days. Except in the case of non-construction activities such as procurement, fabrication, and delivery of equipment.
  - c. An activity code, which shall identify the various work areas, as well as the CSI/Specification division of work.
  - d. A responsibility code, which shall individually and singularly denote the Contractor or subcontractor responsible for the work. No activity shall have more than one responsible entity.
  - e. The number of job hours budgeted to perform the work. The number of job hours shall be shown as a resource.
  - f. The approved lump sum line item amount for the work, in hundreds of dollars, complete in place, and for the specified material as approved by the Owner. The total of all line item values shall equal the Contract amount.
  - g. The quantity of units to be installed. The quantity of units to be installed. The quantity of units shall be shown as a resource.
  - h. The ability to show the percent complete, using integers, to represent the installed progress as of the status date.
  - i. The actual start and finish dates for each activity.
3. The DCS shall show a clear and definable critical path for the work as a whole as well as each of the definable work areas. All imposed or constrained dates shall be clearly identified. The Contractor shall submit an updated DCS on the fifth of each month reflecting the progress through the last day of the preceding month. The printed updates shall show progress bars for each activity as well as be printed on sheets of sufficient width to show the data for the entire construction period. Each monthly update should include the submission of two hard copies as well as the updated flash drive or CD.
4. Once reviewed, found to be reasonable, and approved, the DCS and its lump sum values for each work activity shall become the Schedule of Values to be utilized for progress payments and progress reporting. Should any activity's value significantly differ from

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normal industry standards value for such work, the Owner will defer approval of that item pending submission of further documentation to support the abnormal value and pay for work installed based on the values in the current Means Estimating Manual for such work in the area.

5. Coordinate the DCS with the submittal schedule, regulatory agency permits/approvals/reviews, as well as the requirements for Owner supplied materials/approvals. The DCS should indicate need dates for such Owner provided materials/approvals and provide a separate monthly report updating need dates. Mock-ups shall be identified on the DCS.
  6. Provide completion dates for each work area that sufficiently allows time for area commissioning, Architect's review and certification of Substantial Completion, as well as punch list, close out, and final completion requirements.
  7. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important work stages of construction for each major portion of the Work, including testing and installation.
- D. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting or activity, when revisions have been recognized or made at a minimum, but never less than once per week. When meetings or activities do not require updating the schedule for a time, the contractor shall still revise and update no less than monthly, issuing it on the 15<sup>th</sup> of each month. Issue the updated schedule concurrently with report of each meeting, which involves or causes changes to the schedule.
- F. Recovery Schedules: If, in the opinion of the Owner, the Contractor's actual dates vary from scheduled dates the contractor shall show reason. If the completion date varies from its original schedule the Owner may require the Contractor to provide recovery schedules which detail modifications of activities to maintain the originally scheduled completion date.

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 – EXECUTION** (Not Applicable)

END OF SECTION

## **SECTION 01380 - CONSTRUCTION PHOTOGRAPHS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. General: This Section specifies administrative and procedural requirements for construction photographs.

#### **1.2 SUBMITTALS**

- A. Digital Photographs: The Owner may elect to allow the majority of construction progress photos to be recorded on a digital camera and submitted to the Owner on a CD.

### **PART 2 - PRODUCTS**

#### **2.1 PHOTOGRAPHIC COPIES**

- A. Identification: Label each CD on the front or the back in the bottom margin with project name and date the photograph was taken. On the back of each CD case provide an applied label with the following information:
  - 1. Name of the Project.
  - 2. Name of the Contractor.
  - 3. Date the photograph was taken.
  - 4. Description of vantage point, in terms of location, direction (by compass point), and elevation or story of construction.

### **PART 3 - EXECUTION**

#### **3.1 PRE-CONSTRUCTION PHOTOGRAPHS**

- A. Before starting construction, take photographs of the site and surrounding properties from different points of view as selected by the Owner.
  - 1. Take photographs in sufficient number to show existing conditions adjacent to the property before starting Work. See section 01015 for additional information.

#### **3.2 PHOTOGRAPHIC REQUIREMENTS**

- A. The Owner will instruct the photographer as to number and frequency of photographs, and general directions regarding vantage points.
  - 1. Vantage Points: Following suggestions by the Owner, the photographer shall select vantage points.
    - a. Frequency photos shall be taken weekly at the same location, elevation, time, etc.
  - 2. Assembly photos – Contractor shall photograph complete progress assemblies for the following:

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- a. Removal of data, audio, mechanical and electrical materials/equipment.
  - b. All buried utilities
  - c. Drainage systems
  - d. Specialty products
- B. Additional Photographs: From time to time the Owner may issue requests for additional photographs, in addition to periodic photographs specified.
1. The Owner will give the photographer 3 days notice, where feasible.
  2. In emergency situations, the photographer shall take additional photographs within 24 hours of the Owner's request.
  3. Circumstances that could require additional photographs include, but are not limited to:
    - a. Substantial Completion of a major phase or component of Work.
    - b. Immediate follow-up when on-site events result in construction damage or losses.

END OF SECTION

## SECTION 01400 - QUALITY CONTROL SERVICES

### PART 1 - GENERAL

**NOTE – See specific specification sections for unique requirements**

#### 1.1 DESCRIPTION OF REQUIREMENTS

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Owner.
  - 1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
  - 2. Inspections, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.
  - 3. Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

#### 1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: Where inspections, tests and similar quality control services are the designated Contractor's responsibility, employ and pay an approved independent agency, testing laboratory or other qualified firm to perform quality control services specified; cost for these services shall be included in the Contract Sum.
- B. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Including the City of Middletown. Provide such auxiliary services as are reasonably requested. Notify the testing agency and City of Middletown sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
  - 1. Maintaining and the project site copies of all approved submittals.
  - 2. Providing a copy of all approved submittals as required to the testing agent or independent inspector.

3. Providing access to the work.
  4. Taking samples or assistance with taking samples.
  5. Delivery of samples to test laboratories.
  6. Security and protection of samples and test equipment at the project site.
- C. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition, the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.
- D. The Contractor shall locate all utilities and utility tie-in connections.

### 1.3 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Where Contractor testing is required to be performed, except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.
- B. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner.
  2. Notify Owner seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Owner's approval of mockups before starting work, fabrication, or construction.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.

### 1.4 SUBMITTALS

- A. General: Refer to Division 1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, to the Architect.
1. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:

- a. Name of testing agency or test laboratory.
- b. Dates and locations of samples and tests or inspections.
- c. Names of individuals making the inspection or test.
- d. Designation of the work and test method.
- e. Complete inspection or test data.
- f. Test results.
- g. Interpretations of test results.
- h. Notation of significant ambient conditions at the time of sample taking and testing.
- i. Comments or professional opinion as to whether inspected or tested work complies with requirements of the Contract Documents.
- j. Recommendations on retesting, if applicable.

**PART 2 – PRODUCTS (see specific specification sections for unique requirements)**

**PART 3 - EXECUTION**

3.1 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the Contract Document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the designated Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.
- B. Care shall be taken when working on existing University grounds with heavy lifting and hoisting equipment so as to not disturb or damage existing underground utilities/structures. Documents reflecting existing conditions are available at Wesleyan University, Facilities Office, 170 Long Lane, Middletown, CT.

END OF SECTION

## SECTION 01500 – CONSTRUCTION FACILITIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service.
  - 2. Water distribution.
  - 3. Temporary electric, power and light.
  - 4. Ventilation.
  - 5. Chilled water.
  - 6. Telephone and fax service.
  - 7. Sanitary facilities, including drinking water.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds, as required.
  - 2. Waste disposal services.
  - 3. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary fire protection.
  - 2. Barricades, warning signs, and lights.
  - 3. Temporary access ways for vehicular and pedestrian traffic.

#### 1.2 SUBMITTALS

- A. Reports and Permits: During the progress of the Work, submit copies of reports and permits required by governing authorities or necessary for the installation and efficient operation of temporary services and facilities.
  - 1. Submit copies of reports of tests, inspections, meter readings and similar procedures performed on temporary utilities before, during and after performance of work. Submit copies of permits, and similar documentation necessary for installation, use and operation of temporary utility services.

#### 1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of Authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department, and rescue squad rules.



5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
  1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.4 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

- A. General: The Contractor shall provide new materials as required for installation and furnishing of all temporary construction facilities and temporary improvements required for performance of the Work. The Contractor may use undamaged, previously used suitable and adequate materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
  1. For safety barriers, temporary partitions and similar uses, provide minimum 5/8-inch thick exterior plywood.
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.

#### 2.2 EQUIPMENT

- A. General: The Contractor shall provide equipment as required for installation of all temporary construction facilities and temporary improvements required for performance of the Work. Provide new equipment. The Contractor may use undamaged, previously used suitable and

adequate equipment in serviceable condition. Provide equipment suitable for use intended.

- B. Water Hoses: Provide heavy-duty, abrasion-resistant, flexible rubber hoses of required length and size, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Panels and Outlets: Provide all required labor, material and equipment required for the installation of temporary power required on site for completion of the project. Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to potential breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: The Contractor shall provide all labor, material and equipment required to provide temporary heating. This includes all heating required for installation of project elements during months from November through May. Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: As required, provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated units on foundations adequate for normal loading. Coordinate with Owner.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- 1. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- I. First aid kit.

## **PART 3 – EXECUTION**

### **3.1 INSTALLATION**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the

Work. Relocate and modify facilities as required. Obtain Owner approval for location of temporary facilities.

- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

#### A. Water Service

- 1. General: The Owner currently has available water from the existing site. The Contractor is to provide a hose hook-ups at point or points selected by the Owner's Representative. Install water service with temporary meters and distribution piping of sizes and pressures adequate for temporary construction purposes during the construction period and until permanent service is in use, including but not limited to the following uses:

- Construction processes.
- Drinking water.
- Sanitary facilities.
- Cleaning.

- 2. Provide distribution piping for temporary water to each location of use.
- 3. Maintain hose connections and outlet valves in leak proof condition.
- 4. Sterilization: Except piping of non-potable water, sterilize temporary water piping prior to use. Refer to Division -15 sections for procedures.

- B. The local utility company currently has available electric power service at the site: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear as/if required.

- 1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- 2. Provide additional temporary power as required for construction operations at no additional cost to the Owner.

- C. Temporary Lighting: Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions. Temporary lighting to be full cut off lighting or fixtures with shield to prevent light pollution and light trespass.

- D. Temporary Computer and Telephone: Provide temporary telephone during the construction

period for all personnel engaged in construction activities. Install telephone on a separate line for each temporary office and first-aid station. Provide computer facilities with internet service as specified below.

1. At each telephone, post a list of important telephone numbers.
  2. NA
  3. The Contractor shall have a computer, in its project office (on-site and in main office), with internet access.
- E. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
  2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
  3. Provide separate facilities for male and female personnel.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. An area will be designated for field offices and staging areas.
1. Maintain support facilities until Final Completion. Remove at Final Completion.
- B. Field Offices: Provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
1. Furnish with conference table for site job meetings with Owner, those required to attend, chairs, a 4-drawer file cabinet, and plan table.
  2. Equip with a water cooler.
- C. When feasible, the contractor shall be allowed to occupy vacant space within the project area.
- D. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site. Obtain Owner approval for sited locations. Provide water and weather tight storage to protect building materials from damage.
- E. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by

containerizing properly. Dispose of material lawfully.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
  - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires.
  - 4. Smoking is prohibited on the grounds of the facility.
- B. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- D. Security and Lockup: Install substantial temporary security measures as required to secure the site and protect workers, public and tools. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility of contamination or pollution. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- F. Temporary Access: Provide paved, lighted access ways for vehicles and pedestrians as required for safe access and egress to the site and as directed by the Owner's Representative.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

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1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Owner requests that it be maintained longer, or unless specified otherwise, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor's property.
  2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of duct work and housings.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION

## SECTION 01505 - CONSTRUCTION WASTE MANAGEMENT

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.
- B. Related sections: all sections in the project manual noted in Divisions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, \_33

#### 1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and landclearing. Includes material that is recycled, reused, salvaged or disposed as garbage. Contractor shall provide a credit to the Owner in their bid price for materials recycled for cash. See Section 3.2.
- B. Salvage: Recovery of materials for on-site reuse, or offsite sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Grinding of concrete for use as subbase material; Chipping of landclearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product. Contractor shall identify in their bid credit to the Owner for recycled materials.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
  - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the use of recycling.
  - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility.
    - a) Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.
    - b) Co-mingled containers are to be taken to a material recovery facility with at least a 50% co-mingled recycling rate.

### 1.3 SUBMITTALS

- A. Waste Management Plan: Submit plan within seven days of date established for the Notice to Proceed.
- B. Waste Management Report: Submit report concurrent with the final Application for Payment.

### 1.4 PERFORMANCE REQUIREMENTS

A. General: Material from demolition projects shall be recycled or reused whenever practicable. Divert a minimum of 50% CDL waste, by weight, from the landfill by one, or a combination of the following activities:

1. Salvage
2. Reuse
3. Source-Separated CDL Recycling
4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Asphalt
2. Asphalt shingles
3. Concrete
4. Metals
5. Window glass
6. Wood
7. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

C. See section 02050 for salvage detail.

### 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Conduct construction waste management activities in accordance with the State of Connecticut EPA, Middletown Municipal Code and all other applicable laws and ordinances.
- B. Preconstruction Conference: Review methods and procedures related to waste management including, but not limited to, the following:
  1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
  2. Review requirements for documenting quantities of each type of materials that will be salvaged, recycled or disposed of as waste.
  3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  5. Review waste management requirements for each trade.
  6. Review and distribution of the following publications and programs. For additional information on collection procedures and recycling regulations, contact the Middletown Sanitation Main Office at (860) 344-3410:



- a) Sanitation District Garbage and Recycling Collection Information Middlesex County. Call (860) 344-3526 for extra copies.
- b) Recycling Coordinator at (860) 344-3526

## 1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste types, quantity by weight, methods of disposal, handling and transportation procedures. Include separate sections in plan for demolition and construction waste.
- B. Organize the waste management plan in accordance with the sample plan included at end of Part 3, including the following information:
  1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
  2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
    - a) Contracting with a deconstruction specialist to salvage materials generated,
    - b) Selective salvage as part of demolition contractor's work,
    - c) Reuse of materials on-site or off-site sale or donation to a third party.
  3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
    - a) Requiring subcontractors to take their CDL waste to a recycling facility,
    - b) Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility,
    - c) Processing and reusing materials on-site
    - d) Self-hauling to a recycling or material recovery facility.
    - e) Name of recycling or material recovery facility receiving each of the CDL wastes.
    - f) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

## 1.7 WASTE MANAGEMENT REPORT

- A. Waste Management Report: Submit a cumulative waste management report on the form included at end of Part 3 with the final Application for Payment with the following attachments:
  1. A record of the type and quantity, by weight, of each material salvaged, reused, recycled or disposed.
  2. Total quantity of waste recycled as a percentage of total waste.
  3. Disposal Receipts: Copy of receipts issued by a disposal facility for CDL waste that is disposed in a landfill.
  4. Recycling Receipts: Copy of receipts issued by approved recycling facilities for co-mingled materials. Include weight tickets from the recycling hauler or material recovery facility and verification of the recycling rate for co-mingled loads at the facility.
  5. Salvaged Materials Documentation: Types and quantities, by weight, for materials salvaged for reuse on site, sold or donated to a third party.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL**

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 5% on-recyclable material by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

### **3.2 SOURCE SEPARATION**

- A. General: Separate recyclable materials from CDL waste to the maximum extent possible. Separate recyclable materials by type.
  - 1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
  - 2. For recyclables to be credited to the Owner, separate items as listed and provide additional containers as required:
    - a. Copper
    - b. Brass
    - c. Stainless steel
    - d. Aluminum

3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
4. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
5. Store components off the ground and protect from weather.

### 3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

### 3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Disposal companies other than Dainty Waste Disposal must be prequalified by WESU.
- D. Disposal company must be DEP approved.
- E. Burning of CDL waste is not permitted.

END OF SECTION

## Waste Management Plan Checklist

- Analyze project waste**
  - Estimate types and quantities of waste the project will generate at different stages
- Check to see what can be recycled/reused onsite (wood, soil, rock, concrete, etc.)**
- Decide how you will recycle**
  - Can you arrange the job site to accommodate several containers?
  - Do you have the equipment to self haul?
  - How often might you need your containers picked- up?
- Research recycling options**
  - Check out the Construction Recycling Directory
  - Call recyclers and ask them:
    - What materials do you accept?
    - Is co-mingled recycling available?
    - What are my collection options & costs?
    - If I self-haul, can I drop off, and if so, what about tipping fees?
    - Do you provide receipts to track recyclables?
    - Do you set up and provide training?
- Decide what you will recycle at the jobsite**
- Determine your costs**
  - Compare the cost of disposing waste with the cost of recycling
- Write out the waste management plan**
  - Which materials will be salvaged or reused on site
  - Which materials will be recycled
  - How materials will get to the recycler
  - Names of responsible crew member/team
  - Your projected savings
- Set up and monitor**
  - Clearly designate recycling bins
  - Post list of what is recyclable and what is not
  - Keep bins close to where waste is generated but not in traffic pattern
  - Provide hauler and crew with site plan
  - Check recycling bins daily for contamination
  - Check garbage dumpsters daily for misplaced recyclables
  - Call for pick-up before boxes are full
  - Require quantity and cost tickets to track results and savings

**Make your program work**

- Start early: Incorporate a recycling program from the start to guarantee success
- Communicate your waste management plans to crews, subs and suppliers as they come on-site
- Include recycling requirements in all subcontracts and purchase orders
- Post quantities of materials reused and recycled
- Track your savings
- Encourage suggestions from supervisors and crew
- Reward employees
- Make use of available resources and directories

**WASTE MANAGEMENT PLAN**

**Company:**

**Project:**

**Designated Recycling Coordinator:**

**Waste Management Goals:**

This project will recycle or salvage for reuse \_\_\_% [e.g. 75%] by weight of the waste generated on-site.

**Communication Plan:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Expected Project Waste, Disposal, and Handling:**

The following charts identify waste materials expected on this project, their disposal method, and handling procedures.

**Deconstruction/Demolition Phase**

Material	Quantity	Disposal Method	Handling Procedure

**Construction Phase**

Material	Quantity	Disposal Method	Handling Procedure

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<b>WASTE MANAGEMENT PROGRESS REPORT</b>				
	<b>DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL</b>	<b>DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE</b>		
<b>MATERIAL CATEGORY</b>		<b>RECYCLED</b>	<b>SALVAGED</b>	<b>REUSED</b>
1. Asphalt (cu yds)				
2. Concrete (cu yds)				
3. Porcelain Plumbing Fixtures (lbs)				
4. Ferrous Metals (lbs)				
5. Non-Ferrous Metals (lbs)				
6. Wood (lbs)				
7. Glass (lbs)				
8. Clay Brick (lbs)				
9. Bond Paper (lbs)				
10. Newsprint (lbs)				
11. Cardboard (lbs)				
12. Plastic (lbs)				
13. Gypsum (lbs)				
14. Paint (gal)				
15. Insulation (lbs)				
16. Other (insert description)				
17. Other (insert description)				
<b>Total disposed in Landfill (In Weight)</b>		<b>(Total of all above values - in weight)</b>		
	<b>Percentage of Waste Diverted (Total waste divided by total diverted)</b>			

## SECTION 01600 – MATERIALS AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Work Included: This Section specifies requirements governing the Contractor's selection of products for use in the Project.

#### 1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems", "structure", "finishes", "accessories", and similar terms which have well recognized meanings in the construction industry.
- B. "Products" are items purchased for use in the Work. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
  - 1. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's current published product literature.
- C. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- D. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires wiring or piping connections.

#### 1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
  - 3. Deliver products in the manufacturer's original sealed container or other packaging, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- B. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.



1. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
2. Store products subject to damage above ground, under cover in a ventilated weather tight enclosure. Maintain temperature and humidity within range required by manufacturer's instructions.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
  1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Comply with Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
  1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
  2. Semi proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
    - a. Where products or manufacturers are named, accompanied by the term "or approved equivalent", or "approved equal", comply with the Contract Document provisions for "substitutions" to obtain approval for use of an unnamed product. These terms are not implied and can only be used where specifically specified.
  3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
  4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated.
    - a. Manufacturer's recommendations may be in published product data, or by the manufacturer's certification of performance.

5. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with applicable standards, codes or regulations.
6. Visual Matching: Where Specifications require matching an established Sample, the Owner's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product in the specified category matches and also complies with specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern and texture from the product line selected.

### **PART 3 - EXECUTION**

#### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products. Anchor each product securely in place, accurately located and aligned with other Work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
  2. Comply with additional Drawing and Specification requirements.

END OF SECTION

## SECTION 01631 – PRODUCT SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Work Included: This Section specifies requirements for handling requests for substitutions made after award of the Contract. Substitutions will not be considered after the award of the Contract unless the Contractor has met the requirements for substitutions.

#### 1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
1. Products proposed by Bidders on the Bid Form, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section.
  2. Products specified in revisions to Contract Documents requested by the Owner or Owner.
  3. Specified options of products and construction methods already included in Contract Documents.
  4. Products required for compliance with governing regulations and orders issued by governing authorities.
- C. General Substitution Requirements
1. The products, materials and equipment of manufacturers referred to in the Specifications and on the Drawings establish the standard of quality and design required by the Owner.
  2. The term "or equivalent" or similar terms is not implied after products, materials and equipment referred to in the Specifications or on the Drawings, except as otherwise indicated in Section 01600-Materials and Equipment.
  3. The Owner will be the sole judge of equivalency of proposed substitutions. The Owner will then issue written approval or rejection of the substitution.
  4. To use a substitute item, make application to the Owner in writing in sufficient time and fully identify the proposed substitute, cost changes (if any), and submit substantiating data, samples, brochures, etc. of item proposed. It is the Contractor's responsibility to furnish sufficient evidence to support any request for approval of substitutions.

5. Prior to proposing any substitute item, the Contractor shall satisfy himself that the item he proposes is, in fact, equal to that specified, that it will fit into the space allocated, that it affords comparable ease of operation, maintenance and service, that its appearance, longevity and suitability for the climate and use are comparable to that specified, and that the substitution is in the Owner's interest.
6. The burden of proof that a proposed substitution is equal to a specified item shall be upon the Contractor, who shall furnish sufficient data to permit the Owner to make a fair and equitable decision on the merits of the proposal. Any manufacturer, brand name, model number or generic species other than those cited in the Contract Documents will be considered a substitution.
7. Materials and methods proposed as substitutions for specified items shall be supported by certification of their acceptance for use by any authority, person or persons having jurisdiction over the use of the specified material or method.
8. Acceptance of substitutions shall not relieve the Contractor from responsibility for compliance with the Contract Documents. The Contractor shall be responsible for any changes in other parts of the work or the work of other Contractors caused by his substitutions, including cost of all design and redesign services related thereto incurred by the Owner and his Consultants.
9. The Contract completion time shall not be extended by any circumstance resulting from a proposed substitution, nor shall the Contractor be entitled to any compensation for any delay caused thereby or related thereto.
10. All costs and any additional professional fees paid by the Owner for the evaluation of proposed substitutions, whether accepted or not, shall be borne by the Contractor.

### 1.3 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will **be considered if received, during the bidding period**, according to the Contract as voluntary alternate consideration. Requests for voluntary substitutions received after acceptance of the Bids will not be considered. Substitutions will be considered or rejected at the discretion of the Owner.
  1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
  2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
    - b. Samples, where applicable or requested.
    - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified, including size, weight, durability, performance and

visual effect.

- d. Coordination information, including a list of changes to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
  - e. A statement indicating the substitution's effect on the Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - g. Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.
- B. Owner's Action: Within 7 days of receipt of the request for substitution, the Owner may request additional information or documentation necessary for evaluation of the request. Within 14 days of receipt of the additional information or documentation, the Owner will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Conditions: Proposed substitutions will be considered when one or more of the following conditions apply, as determined by the Owner.
1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  6. The specified product or method of construction is not compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

7. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  8. The specified product or construction cannot provide a required warranty and where the Contractor certifies that the proposed substitution will provide the required warranty.
  9. The specified product is not part of the alternate agreement within the subcontract.
- B. The Contractor's submittal and Owner's acceptance of Shop Drawings, Product Data or Samples not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

**PART 3 – EXECUTION** (Not Applicable)

END OF SECTION

## SECTION 01700 – PROJECT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Work Included: This Section specifies administrative and procedural requirements for project closeout.
- B. Related Sections: Closeout requirements for specific activities are included in the appropriate sections in Divisions 2 through 17. Provide change hard copy and (1) one electronic copy of all closeout documents.

#### 1.2 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's reference during normal working hours. Written confirmation that the record documents are "up-to-date" shall be required by the Owner before approval of monthly requisitions will be considered.
  - 1. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved drawings shall be wrapped, marked, and delivered to the Owner within thirty (30) days of final completion of the Work.
- B. Record Drawings (As Builts): Maintain a clean, undamaged, continually updated set of black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which ever drawing best shows conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
  - 3. Note related Change Order numbers where applicable.
  - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
  - 5. Upon 30 days of completion of the Contractor's work, submit Record Drawings to the Owner for review. Upon acceptance of these record drawings, the Contractor shall submit, at his own cost, one set of Xerox copies and an electronic copy on CD or flash drive.
  - 6. Contractor shall stamp and sign a certification statement on each drawing and page thereof that the drawings as submitted are true and complete.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including

addenda, and one copy of other construction documents such as Change Orders and modifications issued during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

1. Upon completion of the Work, submit record Specifications to the Owner for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered, and from the manufacturer's installation instructions. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record drawings and Specifications.
1. Upon completion of mark up, submit complete set of record Product Data to the Owner for the Owner's records.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor will meet at the site with the Owner and the Owner's personnel to determine which of the submitted Samples are to be transmitted to the Owner. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals for performance of the Work. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Owner for the Owner's records.
1. Subcontractor's Listing: Submit a list of each subcontractor used on this project with their names, addresses, telephone number and contact person.
  2. Subcontract closeout checklist, as may be amended from time to time.
- G. Maintenance Manuals: Provide operating and maintenance manual for each item of equipment. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information. Provide 1 set of each manual.
1. Emergency instructions.
  2. Spare parts list.
  3. Copies of warranties.
  4. Wiring diagrams.
  5. Recommended "turn around" cycles. Recommended specialty maintenance (track cleaning, turf grooming, lighting operation, netting system lubrication, etc)
  6. Inspection procedures.
  7. Shop Drawings and Product Data.
  8. Fixture lamping schedule.
  9. Establish a Warranty log containing: Building location, equipment type, location, make/model, size/capacity, equipment serial number, warranty information, provider of warranty, contact information including address, phone, fax, and email. Log shall also



include filter size, belt size, belt serial number/unique descriptor, belt tension requirements – if applicable. Warranty log shall include all materials on the project for all specification sections. Warranty log shall be in a format capable of interpretation by someone completely unfamiliar with the project. Log shall be submitted in ONM and in electronic format. All warranties in excess of one year shall be transferred to the owner as per section 00800, 3.5.2.

- 3 Record of Electronic Documentation: Provide two (2) copies of compact disks or flash drive, containing the following information:
  1. Warranties
  2. Project progress photos.
  3. Final as-built schedule on software approved in section 01301.
  4. Copy of final schedule of values.
  5. List of all project contacts, including, but not limited to, subcontractors and suppliers, with the following information:
    - Name/Address
    - Phone and Fax Number
    - License Number
    - Email Address
    - State Tax ID No.
    - Federal Tax ID No.
    - Type of Work performed

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 - EXECUTION**

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the maintenance manuals, record documents, lubricants, identification systems, control sequences, cleaning and warranties.
- B. As part of instruction for operating equipment, demonstrate the start-up/shutdown, emergency operation/safety and adjustment procedures.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section 01500 - Construction Facilities and Temporary Controls.
- B. Cleaning: The Contractor shall employ experienced workers to clean each surface or unit to the condition expected in move in condition cleaning. Comply with manufacturer's instructions. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  1. Remove labels that are not permanent labels.
  2. Clean transparent materials, including mirrors and glass in doors and windows, interior and exterior. Remove glazing compound and other substances that are noticeable

vision-obscuring materials. Replace damaged glass.

3. Clean exposed finishes to a dust-free condition, free of stains, films and similar foreign substances. Leave concrete floors a dust free clean. Vacuum carpeted surfaces.
  4. Shampoo common area carpeted surfaces that are deemed necessary by the Owner due to construction activities.
  5. Strip, wash, seal and wax tile floors in all areas where flooring is not replaced.
  6. Clean all furnishings interior and exterior to dust-free condition, free of stains, films and similar foreign substances.
  7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  8. Space shall receive a final cleaning by an independent cleaning contractor so that the space is ready for use and occupancy. FYI - The university vendor is Sun Services LLC, 25 Controls Drive, Shelton, CT 06484-6111. Luis Palaez, Senior Area Operations Manager, Office Voicemail: (203) 925-6124 Cell: (203) 223-7239
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.
- E. Extra Stock: The Contractor shall provide 5% extra stock for all finish materials provided, unless otherwise specified. In addition provide 3% additional stock for all items of finish hardware. Where extra stock is a fractional unit round off to the next highest unit of supply, i.e., full box. Deliver extra stock to place designated by the Owner.

### 3.3 FINAL COMPLETION

- A. Prior to the issuance of a Certificate for Final Completion, the Contractor shall furnish to the Owner, the Record Document Submittals, including Record Drawings, which accurately and completely documents the as-built conditions for the Work and a set of reproducible vellum originals.
- B. Final payment will not be issued until all of the Project Closeout document requirements are submitted.

### 3.4 SPARE PARTS

As described in the Specifications.

END OF SECTION

## **SECTION 01732 - SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### 1.1 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- C. Owner may occupy portions of building immediately adjacent to selective demolition area. Prior to the start of any demolition activities, review demolition scope with Owner and coordinate work as required to minimize disruptions. All demolition work shall be scheduled through the Owner.
- D. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Owner will remove asbestos containing material under a separate contract. Coordination of the work shall be required with the contractor.
- E. Call before you dig: Connecticut Call Before You Dig telephone number 1-800-922-4455 not fewer than seven (7) working days before the start of construction. Utility companies will provide permanent markers consisting of paint and identified stakes. Maintain markers and stakes in place throughout construction. In addition provide and maintain protective tapes, barriers and warning signs necessary to protect the installation from damage.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### 3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building. Utilities requiring interruption, capping or removal shall include but not be limited to electrical, data, telecom, plumbing, heating, HVAC and controls. Prior to the start of demolition, coordinate all shutdowns / system bypasses with the Owner.
- B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
- C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

WESLEYAN UNIVERSITY

- D. Provide and maintain shoring, bracing, and structural supports as required preserving stability and preventing movement, settlement, or collapse of construction and finishes to remain or construction being demolished.
- E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- F. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- G. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.
- I. If any items not scheduled to be demolished are damaged during the demolition process, repairs or replacement to the item or items shall be made at no cost to the Owner.
- J. Any items scheduled to be removed and reinstalled shall be cleaned, repaired, crated, stored and reinstalled as required. NOTE special precaution shall be taken to not damage items to be reused (ceiling tile, concrete pavers, etc)

END OF SECTION

## **SECTION 01740 – WARRANTY**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
  - 2. General closeout requirements are included in Section 01700, Project Closeout.
  - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of Divisions 2 through 17.
  - 4. Certifications and other commitments and agreements for continuing services to the Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### **1.3 DEFINITIONS**

- A. Standard Product Warranties: Preprinted written warranties published by individual manufacturers for particular products specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties: Written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### **1.4 WARRANTY REQUIREMENTS**

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through portions of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections of products with warranties not in conflict with the requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitment are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Certificate of Substantial completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Owner for approval prior to final execution. Clearly identify owner requirements and owner required maintenance for special warranty.
- C. Bind warranties and bonds in heavy duty, commercial quality, and durable 3-ring vinyl covered loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½" x 11" paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer. Provide an index in the

binder of all guarantees/warranties/bonds contained therein. Provide certification that all required guarantees/warranties/bonds have been provided.

2. Identify each binder on the front and the spine with the typed or printed title "Warranties and Bonds", the project name and /or title, and the name of the Contractor.
3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### 1.6 FORM OF GUARANTEE/WARRANTIES

- A. The General Contractor will furnish to the Office of Construction Services the foregoing documents in the following manner:
  1. Address to: Robert Schmidt, Senior Project Manager, Wesleyan University, Construction Services, 170 Long Lane, Middletown, CT 06457.
  2. All guarantees/warranties shall reference the project name and number as indicated in the Contract Documents.
  3. All required guarantees/warranties will be by the respective company made out to Wesleyan University.
  4. All guarantees/warranties supplied by subcontractors or manufacturers shall be countersigned by the General Contractor.
- B. All work/workmanship shall be covered by the Standard one (1) year guarantee as set forth in the General Conditions. Guarantees in excess of one (1) year are acceptable. The Contractor shall visit the project site at 11 months into the guarantee period to determine the scope of any required guarantee work.
- C. The Contractor shall contact the University Representative prior to this visit so that the University Representative may attend.

**PART 2 – PRODUCTS** (Not Applicable)

**PART 3 – EXECUTION** (Not Applicable)

END OF SECTION

**MAJOR MAINTENANCE FY14**  
**PROJECT LOCATION: \_\_\_\_\_.**  
**(SUB)CONTRACTOR INFORMATION SHEET**

The Contractor Information Sheet must be completed and returned to Wesleyan University by the Construction Management or General Contracting Firm and any subcontractor on site.

<b>DATE:</b>	_____
<b>CONTRACTOR NAME:</b>	_____
<b>ADDRESS:</b>	_____ _____
<b>OFFICE PHONE NUMBER:</b>	_____
<b>FAX NUMBER:</b>	_____
<b>CELLULAR NUMBER:</b>	_____
<b>E-MAIL ADDRESS:</b>	_____
<b>SERVICE TYPE:</b>	_____
<b>CONTRACTOR NO:</b>	_____
<b>STATE TAX ID NO:</b>	_____
<b>FEDERAL EMPLOYER ID No:</b>	_____
<b>SMALL BUSINESS/MBE/DBE:</b>	_____
<b>WITHIN 25 Miles of Wesleyan</b>	_____
<b>CONTRACTOR LICENSE NO:</b>	_____
<b>CONTRACTOR SAFETY REP:</b>	_____
<b>EMERGENCY CONTACT:</b>	_____
<b>EMERGENCY PHONE NO:</b>	_____





# Wesleyan University Hot Work Permit

Confined Space ID No. (If Applicable)	Date & Time Work Started	Date & Time Work Ended	Specific Location	Department Performing Hot Work
	am pm	am pm		

**Job Description (Briefly Describe Hot Work Activity)**

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---

**Identify Hazards Associated with Hot Work**

---



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Person in Charge of Work	Person Performing Work
Name: _____ Phone: _____	Name: _____ Phone: _____

- Precautions to take before Performing Work**
- Combustible materials that cannot be moved are protected or covered with non-combustible material.
  - Combustible materials on the floor within 35' of the work must be swept clean, wetted or removed.
  - Floor openings within 35' of the work are tightly covered.
  - Responsible fire watch has been assigned to watch for dangerous sparks in the area and maintained for 30 minutes after completion.
  - Appropriate fire extinguishing equipment is on site.
  - The sprinkler system, where provided, is in service.
  - Permit has been filled out and signed.
  - Flammable liquids, vapors, dust, lint or any equipment containing such materials are NOT present in the work area.
  - Ducts or systems that might carry sparks to distant combustibles shall be suitably protected or shutdown.
  - If combustible walls, partitions, ceilings or roof are present, fire-resistant shields shall be used.
  - Temporary local exhaust ventilation or other arrangements may be necessary to minimize or eliminate airborne contaminants.

Emergency Services Communication	
<b>Middletown Fire Dept:</b>	<i>911 or Public Safety, 685-3333</i>
<b>Middletown Central Dispatch</b>	<i>1-860-347-2541</i>
<b>Middletown Police Dept:</b>	<i>911 or Public Safety, 685-3333</i>
<b>Hunter's Ambulance Service:</b>	<i>1-800-262-4782</i>

Check Each Type of Personal Protective Equipment Required for Hot Work			
Hard Hat <input type="checkbox"/>	Eye Protection <input type="checkbox"/>	Hearing Protection <input type="checkbox"/>	Respirator <input type="checkbox"/>
Coveralls <input type="checkbox"/>	Leather sleeves <input type="checkbox"/>	Gloves <input type="checkbox"/>	
Other (specify) <input type="checkbox"/> _____			

**Fire Watch**

Fire Inspection has been performed       Fire Watch is Present       Type of Extinguisher: \_\_\_\_\_

Special Procedures (specify): \_\_\_\_\_

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<b>Fire Watch Name: (please print)</b>	
<b>Signature of Person Performing Hot Work:</b>	
<b>Signature of Person Authorizing the Permit:</b>	



# Wesleyan University Confined Space Entry Permit

Attachment '3'

Confined Space Identification Number	Date of Entry	Estimated Duration

Purpose for Entry (Briefly Describe Maintenance Activity):

Identify Hazards Associated with Entry into this Confined Space

Preparation (check all applicable)	Isolation Procedures
Drained <input type="checkbox"/> Flushed <input type="checkbox"/> Inerted <input type="checkbox"/> Purged <input type="checkbox"/> Ventilated <input type="checkbox"/> Barricaded <input type="checkbox"/>	<b>Lines:</b> Disconnected <input type="checkbox"/> Blanked <input type="checkbox"/> <b>Equipment:</b> Lock-out <input type="checkbox"/> Tag-Out <input type="checkbox"/>

Communication Equipment
Voice <input type="checkbox"/> Radio <input type="checkbox"/> Intercom <input type="checkbox"/> Phone-Set <input type="checkbox"/> Rope Signals <input type="checkbox"/> Other <input type="checkbox"/>

Emergency Services Communication
<b>Middletown Fire Dept. Confined Space Rescue Team:</b> <i>1-860-346-8621 Central Dispatch</i> <b>Middletown Police Dept:</b> <i>911 or Public Safety 685-2345</i> <b>Hunter's Ambulance Service:</b> <i>1-800-262-4782</i>

Special Equipment Required for Entry or Rescue from Confined Space
Air Monitor <input type="checkbox"/> Respirators <input type="checkbox"/> Ventilation Blower <input type="checkbox"/> Saddle Vent Adapter <input type="checkbox"/> Low Voltage Lights <input type="checkbox"/> Non-Sparking Tools <input type="checkbox"/> Harness <input type="checkbox"/> Tripod Retrieval System <input type="checkbox"/>

Check Each Type of Personal Protective Equipment Required for Entry into this Confined Space
Hard Hat <input type="checkbox"/> Eye Protection <input type="checkbox"/> Hearing Protection <input type="checkbox"/> Respirator <input type="checkbox"/> Coveralls <input type="checkbox"/> Tyvek™ Suit <input type="checkbox"/> Chemical Resistant Gloves <input type="checkbox"/> Other <input type="checkbox"/>

Air Monitoring										
Acceptable limits: OXYGEN 19.5-23.5%, LEL <10%, TOXICS (consult PEL/TLV/REL) CO <35ppm H <sub>2</sub> S<10ppm										
TIME										
O <sub>2</sub> %										
LEL %										
CO ppm										
H <sub>2</sub> S ppm										

Air Monitoring Devices Used to Take Above Readings
Biosystem Multivision Air Monitor S/N 05354 <input type="checkbox"/> Other (Desc.) <input type="checkbox"/>

<b>Calibrated Before Use by:</b> _____
--

Authorized Entrants (please print)	Attendants (please print)	Entry Supervisor (Signature)

This Form must be returned to the Environmental Health & Safety Office after the activity described above is terminated.  
Call 860-685-2771 with any questions.



# Wesleyan University Confined Space Entry Permit

### Air Monitoring

Acceptable limits: OXYGEN 19.5-23.5%, LEL <10%, TOXICS (consult PEL/TLV/REL) CO <35ppm H<sub>2</sub>S<10ppm

TIME										
O <sub>2</sub> %										
LEL %										
CO ppm										
H <sub>2</sub> S ppm										

### Air Monitoring

Acceptable limits: OXYGEN 19.5-23.5%, LEL <10%, TOXICS (consult PEL/TLV/REL) CO <35ppm H<sub>2</sub>S<10ppm

TIME										
O <sub>2</sub> %										
LEL %										
CO ppm										
H <sub>2</sub> S ppm										

### Air Monitoring

Acceptable limits: OXYGEN 19.5-23.5%, LEL <10%, TOXICS (consult PEL/TLV/REL) CO <35ppm H<sub>2</sub>S<10ppm

TIME										
O <sub>2</sub> %										
LEL %										
CO ppm										
H <sub>2</sub> S ppm										

Authorized Entrants (please print)	Attendants (please print)	Entry Supervisor (Signature)
Authorized Entrants (please print)	Attendants (please print)	Entry Supervisor (Signature)
Authorized Entrants (please print)	Attendants (please print)	Entry Supervisor (Signature)
Authorized Entrants (please print)	Attendants (please print)	Entry Supervisor (Signature)

This Form must be returned to the Environmental Health & Safety Office after the activity described above is terminated.  
Call 860-685-2771 with any questions.



## **EXHIBIT 'B'**

### WESLEYAN UNIVERSITY COMMUNITY PARTICIPATION PROGRAM

Contractor's Name:

Wesleyan University employs contractors without regard to race, color, age, religion, sexual orientation, national origin, gender or disability.

You will be required to meet or exceed the following Goals.

I. Workforce - A combined total of 25% of the work hours performed shall be by:

- Local workers residing within a 25-mile radius of Wesleyan University, proof of residence required (see attached map).
- Minority workers as described in the Equal Employment Opportunity Certification document, page 4, paragraph 11.
- Women

II. Contracts (Sub-Contractors) – A combined total of 25% of contractors on a project shall be:

- Local businesses residing within a 25-mile radius of Wesleyan University (see attached map).
- Minority Owned businesses as described in the Equal Employment Opportunity Certification document, page 4, paragraph 12.
- Women Owned businesses as described in the Equal Employment Opportunity Certification document page 4, paragraph 13.

Each subcontractor will be required to fill out a weekly utilization report, and also track and monitor individual subcontractor dollar amounts. These reports will be tracked by the General Contractor or Construction Management firm and monitored for conformance.

In essence, two tracking systems will be required, one for the workforce and one for the contracts.

If you have any questions regarding the implementation of this program, please contact Roseann Sillasen at (860) 685-3476.

Thank you.

## EXHIBIT 'C'

### CONTRACTOR'S CONSENT AND AGREEMENT

This Contractor's Consent and Agreement, dated as of the \_\_\_\_ day of May, 2012 (hereinafter referred to as this "Consent and Agreement"), is made by \_\_\_\_\_. (the "Contractor").

WHEREAS, the State of Connecticut Health and Educational Facilities Authority ("CHEFA") expects to issue its Revenue Bonds, the Wesleyan University Issue, Series F (the "Bonds"), the proceeds of which are to be lent to Wesleyan University (the "Borrower") pursuant to a Loan Agreement between CHEFA and Borrower dated as of July 17, 2005 (the "Loan Agreement"), which loan will be in the principal amount of the Bonds, and pursuant to other documents securing the Borrower's obligations under the Agreement (collectively the "Loan Documents"); and

WHEREAS, a portion of the proceeds of the Bonds are to be used to finance the maintenance and/or construction and/or renovation of certain facilities known as Major Maintenance FY13 (the "Project") on the property located at the Wesleyan University campus, Middletown, Connecticut and more particularly described on Schedule A attached hereto (the "Property"); and

WHEREAS, Borrower has entered into a construction contract dated \_\_\_\_\_, 2012 with the Contractor (the "Construction Contract") for the Construction of the Project; and

WHEREAS, by a Conditional Assignment of Construction Documents dated as of January 12, 2011 (the "Assignment"), Borrower has assigned to CHEFA all of Borrower's right, interest and claim in and to the Construction Contract; and

WHEREAS, as a material inducement for CHEFA to advance funds to Borrower pursuant to the Agreement, CHEFA has required that Contractor execute and deliver this Consent and Agreement to CHEFA.

NOW, THEREFORE, in order to induce CHEFA to make advances under the Agreement to Borrower, and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to Contractor paid (the receipt and sufficiency whereof are hereby acknowledged), the Contractor hereby agrees with CHEFA as follows:

1. Contractor consents to and agrees that Contractor is bound by the Assignment to CHEFA by Borrower of all of Borrower's right, interest and claim in and to the Construction Contract, provided that a copy of such Assignment has been given to Contractor prior to Contractor's execution of this Agreement, receipt whereof is hereby acknowledged.
2. The copy of the Construction Contract between Borrower and Contractor attached hereto as Schedule C and incorporated herein by reference for all purposes, is true, complete and correct, and that Borrower's interest therein is not subject to any

claim, offset or encumbrance.

3. Upon receipt of written notice from CHEFA that Borrower is in default under the Loan Agreement, or under any other Loan Document, Contractor shall not terminate the Construction Contract solely as a result of such default unless notified by CHEFA that it is not assuming the Construction Contract. Upon written acknowledgement of assumption of the Construction Contract by CHEFA, which shall be made within 60 days after CHEFA has notified the Borrower in writing (a copy of which shall be sent to the Contractor) that Borrower is in default under the Loan Agreement, and payment of all sums under the Construction Contract that are unpaid and undisputed, Contractor shall continue performance on CHEFA's behalf under the Construction Contract. In such event, CHEFA's and Contractor's mutual rights, duties and obligations shall be governed by the then-current terms and conditions of the Construction Contract.
4. If Borrower defaults in making any payment or in performing any other obligation under the Construction Contract, Contractor promptly shall give CHEFA written notice thereof, and if Contractor learns of any default in payment due to any subcontractor or other persons supplying labor or materials for the Project, Contractor similarly shall notify CHEFA thereof in writing. Contractor agrees that Contractor will not terminate the Construction Contract due to default by Borrower if such default is cured as provided in the Construction Contract and in any event no later than 60 days after notice is given to CHEFA of the default by the Borrower. CHEFA shall have no duty or obligation to cure any such defaults by Borrower unless it assumes the Construction Contract in writing in the manner as set forth in paragraph 3 above.
5. Contractor hereby expressly subordinates all contractual, constitutional and statutory mechanic's liens, materialmen's liens or other liens which Contractor may be or become entitled to the liens of CHEFA on the Project and the Property.
6. Nothing herein shall be construed to impose upon CHEFA any duty to see to the proper application of the proceeds of the Loan, unless and only to the extent that it assumes the Construction Contract as set forth in paragraph 3 above. Contractor acknowledges that CHEFA is obligated under the Loan Documents only to Borrower and to no other person or entity. Contractor is executing this Consent and Agreement to induce CHEFA to advance funds under the Loan Documents, and Contractor understands that CHEFA would not do so but for Contractor's execution and delivery of this Consent and Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Consent and Agreement to be executed by its duly authorized officer as of the day and year first above written.

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_



**SCHEDULE A**

Annual Major Maintenance FY 13

Project Manual

January 4, 2012

**SCHEDULE B**

To Be Determined

## EXHIBIT 'D

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

State of Connecticut Health and  
Educational Facilities Authority  
10 Columbus Boulevard, 7th Floor  
Hartford, Connecticut 06106-1976

Ladies and Gentlemen:

As an inducement to the State of Connecticut Health and Educational Facilities Authority (the "Authority") to lend to Wesleyan University (the "Institution") the proceeds of the Authority's Revenue Bonds, Wesleyan University Issue, Series F (the "Bonds"), the Institution represents, warrants, covenants and agrees as follows:

1. The Institution agrees that there shall be no discrimination against any employee who is involved in carrying out the work receiving assistance from Authority, or against any applicant for such employment, on the basis of race, creed, color or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Institution agrees that it will take affirmative action to ensure that applicants are employed, and that applicants are treated while employed, without regard to race, creed, color or national origin with respect to the actions described in the preceding sentence.

2. The Institution represents, warrants and certifies that the Institution is in compliance with all applicable Federal and State Equal Employment Opportunity Laws (as hereinafter defined, the "EEO Laws"), and hereby further covenants that it shall comply with any and all applicable laws and regulations relating to nondiscrimination in employment and employment opportunities.

3. The Institution agrees to provide Authority with an annual certification which certifies that the Institution and, to the best of its knowledge after making due inquiry, all contractors and subcontractors working in connection with the project being financed in whole or in part by Authority (the "Project") are in compliance with all applicable EEO Laws (as hereinafter defined).

4. The Institution has no knowledge, after making due inquiry of its contractors and subcontractors, of any failure by such contractors or subcontractors working in connection with the Project to comply with any applicable EEO Laws (as hereinafter defined) relating to discrimination in employment or employment opportunities.

5. The Institution agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof which is not exempt from these requirements as hereinafter provided, entered into in connection with the Project, the equal

## EXHIBIT 'D'

employment opportunity clause (the "EEO Clause") set forth in Exhibit A hereto.

6. The Institution agrees that it will be bound by the EEO Clause in any construction work which it performs itself which is financed in whole or in part with funds obtained from Authority.

7. The Institution agrees to use its best efforts to insure that a fair share of the work performed in connection with the Project is awarded to minority-owned business enterprises (as hereinafter defined, "MBE's") and women-owned business enterprises (as hereinafter defined, "WBE's"). In furtherance of the foregoing, the Institution agrees that MBE's and WBE's will be given meaningful participation in contracts for development, design, construction, procurement and services let in connection with the Project. The Institution will take the following actions, as appropriate, to achieve the purposes of this Paragraph 7:

- (A) Actively and affirmatively solicit bids for contracts from qualified MBE's and WBE's, including circulation of solicitation to minority and women contractor associations.
- (B) Ensure that plans, specifications and requests for proposals or other means of securing proposals for work to be performed will be made available in sufficient time for review by prospective MBE's and WBE's.
- (C) Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBE's and WBE's.
- (D) Encourage, where economically and technically feasible, the formation of joint ventures, partnerships, and other similar arrangements among contractors to insure that the stated MBE and WBE goals are met.
- (E) Consult with and use the services of governmental agencies and their consultants and contractors associations in connection with its efforts to fulfill the stated goals.
- (F) Ensure that approved progress payments to MBE's and WBE's are made on a timely basis after receipt of such payments from the Authority.
- (G) Document and maintain a record of all bid solicitations and results thereof.

8. The Institution agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not maintained eligibility for public works contracts for failure to file affirmative action plans as required by any EEO Laws (as hereinafter defined).

9. The Institution agrees that it will carry out such sanctions and penalties for violations of the EEO Clause as may be imposed upon such contracts, contractors and subcontractors by the Federal Government or the Connecticut State Commission on Human

## EXHIBIT 'D'

### Rights and Opportunities.

10. "EEO Laws" shall mean Executive Order No. 11246, of September 28, 1995, as supplemented from time to time, and all of the regulations, rules and orders promulgated thereunder; Chapter 814c of the Connecticut General Statutes, the Human Rights and Opportunities Law, as amended from time to time, and all of the regulations, rules and orders promulgated thereunder.

11. "Minority or Minorities" shall mean:

- (1) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (2) Hispanic persons of Mexican, Dominican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race;
- (3) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, and Indian subcontinent or the Pacific Islands;
- (4) American Indian or Alaska native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

12. "Minority Business Enterprise" (MBE) shall mean a business that is owned, operated and controlled by one or more Minority persons. For the purpose of this definition the term "owned" shall mean that one or more Minority persons own 51% or more of each class of stock and are entitled to receive 51% or more of the net profits (or losses) of the business. For the purposes of this definition, the term "operated and controlled" shall mean that one or more Minority persons have the day-to-day responsibility for running and making all important decisions affecting the business enterprise.

13. "Women-owned Business Enterprise (WBE) shall mean a business that is owned, operated and controlled by one or more women. For the purpose of this definition the term "owned" shall mean that one or more women own 51% or more of each class of stock and are entitled to receive 51% or more of the net profits (or losses) of the business. For the purposes of this definition, the term "operated and controlled" shall mean that one or more women have the day-to-day responsibility for running and making all important decisions affecting the business enterprise.

14. The following contracts shall be exempt from the requirements of paragraph 5:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$50,000;

**EXHIBIT 'D'**

- (2) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials;
- (3) Contracts and subcontracts under which work is to be or has been performed outside of the State of Connecticut and where no recruitment of workers within the State of Connecticut is involved. To the extent that work pursuant to such contracts is done within the State of Connecticut, the EEO Clause shall be applicable;
- (4) Contracts for the sale or acquisition of property where no appreciable amount of work is involved; and
- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$50,000 in the case of all other contracts or subcontracts.

The terms of the agreements herein contained shall expire upon the payment or defeasance of the Bonds in accordance with their terms. The representations, warranties, covenants and agreements made in this certification are for the benefit of the Authority and its successors and assigns.

**WESLEYAN UNIVERSITY**

By: \_\_\_\_\_

John Meerts  
Vice President for Finance and Administration

Receipt acknowledged and accepted  
as of this \_\_\_\_ day of \_\_\_\_\_, 2012:

**STATE OF CONNECTICUT HEALTH AND  
EDUCATIONAL FACILITIES AUTHORITY**

By: \_\_\_\_\_

Richard D. Gray  
Executive Director

## EXHIBIT 'D'

Equal Opportunity Clause to be included in contracts and subcontracts.

The following equal opportunity clause shall be included in each contract and subcontract which is not exempt.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with whom a collective bargaining agreement or other contract or understanding has been entered into, a notice, to be provided, advising said labor union or workers' representative of the contractor's commitments under any applicable nondiscrimination laws, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of any applicable nondiscrimination laws and the regulations and relevant orders of the United States Secretary of Labor and the State Commission on Human Rights and Opportunities (the "Commission").
- (5) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Authority assisted construction contracts and such other sanctions may be imposed and remedies invoked as provided by regulations, or as otherwise provided by laws.
- (6) The contractor will include the provisions of Paragraphs (1) through (5) in every

**EXHIBIT 'D'**

subcontract or purchase order unless exempted; so that such provisions will be binding upon each subcontractor or vendor.





## SMOKING POLICY

Effective April 13, 2009

In an effort to promote a healthy and safe environment for all members of the Wesleyan community the university has expanded our current Smoking Policy. Currently, smoking is prohibited in all faculty and administrative buildings (including all offices, common areas and classrooms). The expanded policy prohibits smoking within 25 feet from the perimeter of all university buildings.

Research has found that secondhand smoke, also known as environmental tobacco smoke, is a Class A carcinogen and has detrimental effects on health. Additional findings have established that environmental tobacco smoke triggers asthma attacks and causes lung cancer, cardiovascular and lung diseases.

In light of compelling research findings about the effects of environmental tobacco smoke, the University strongly discourages employees from smoking in areas where non-smokers cannot avoid exposure to smoke.

Effective implementation of this policy depends upon the respect and cooperation of all members of the Wesleyan University community. We ask that you demonstrate your concern for your fellow colleagues by ensuring that you keep the appropriate distance from university buildings when you choose to smoke. Smoking receptacles have been placed around campus and we ask that you extinguish all smoking materials in these receptacles.

The Office of Health Services provides assistance to employees who wish to stop smoking. If interested, we encourage all employees who smoke to contact them for more information on smoking cessation programs.

WESLEYAN  
UNIVERSITY

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# MAJOR MAINTENANCE FY 14 PROJECT MANUAL

PROJECT NO. 2014000000

ROSEANN SILLASEN

WESLEYAN UNIVERSITY  
170 LONG LANE  
MIDDLETOWN, CT 06459

JANUARY 4. 2013



# TEMPORARY SIDEWALK VEHICLE ACCESS PASS

Valid date(s): \_\_\_\_\_ to \_\_\_\_\_

Location(s): \_\_\_\_\_

Purpose: \_\_\_\_\_

Vehicle ID#: \_\_\_\_\_

Authorized by/Position

Title: \_\_\_\_\_ / \_\_\_\_\_ date: \_\_\_\_\_