PHASE VI
WINDOW & SIDING & ROOF REPLACEMENT

at

GREEN VALLEY
and
LAUREL PARK
ENFIELD, CONNECTICUT

for the

ENFIELD HOUSING AUTHORITY
1 Pearson Way
Enfield, CT 06082

Affirmative Action/Equal Opportunity Employer
MBE & WBE are encouraged to apply

Ms. Shari Riddick, Executive Director

Capital Studio Architects
1379 Main Street
East Hartford, CT 06108
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CSA No. 26-01

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ENFIELD HOUSING AUTHORITY
BUILDING ENFIELD, ONE HOME AT A TIME
1 Pearson Way, Enfield, CT 06082
Tel 860-745-7493 Fax 860-741-8439
TDD/TTY 800-545-1833 Ext. 849
www.enfieldha.org; bdufour@enfieldha.org

Phase IV - Window, Siding, & Roof Replacement at Green Valley and Laurel Park

1. INTRODUCTION

The Housing Authority of the Town of Enfield is soliciting sealed bids for the above-named project. If there are any conflicts between the instructions in these Standard Instructions to bidders and any other bid document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

Advertisement of Invitation for Bid Tuesday, April 16, 2026
Project Walkthrough 9:00 am Wednesday, 22 April 2026
Public Bid Opening 10:00 a.m., Wednesday, May 6, 2026
Project Awarded (not definite) Tuesday, May 27, 2025

3. OBTAINING BID DOCUMENTS

Specifications and bid documents are available visiting by contacting the Authority's website https://www.enfieldha.org/procurement.aspx ; https://portal.ct.gov/das/ctsource/bidboard?language=en_US and by request to William DuFour at bdufour@enfieldha.org

4. BID SUBMISSION INSTRUCTIONS

One (1) original and one (1) copy of all bid documents shall be submitted in a sealed envelope clearly marked "**Phase IV - Window, Siding, & Roof Replacement at Green Valley and Laurel Park**". If forwarded by mail the sealed envelope must be addressed to "Enfield Housing Authority, 1 Pearson Way, Enfield, Connecticut 06082". Bids must be at the office by the time of the Public Bid Opening date noticed in Section 2, titled KEY EVENT DATES. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.

a. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid page.

b. Responses are considered valid for ninety (90) days after responses(s) are opened. Vendors may not withdraw, cancel or modify their response for a period of ninety (90) days after responses(s) are opened.

c. Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.

d. The inability to meet any specified requirements must be stated in writing and attached to the bid form or written on the bid form.

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Phase IV - Window, Siding, & Roof Replacement at Green Valley and Laurel Park (continued)

5. PRESUMPTION OF BIDDERS BEING FULLY INFORMED

At the time the first response is opened, each vendor is presumed to have read and be thoroughly familiar with all bid documents and contract documents for this project. Failure or omission of the vendor to receive or examine any information shall in no way relieve any vendor from obligations with respect to this IFB and their responses.

6. INTERPRETATION OF ACCEPTABLE WORK, PRODUCTS OR MATERIALS

The Scope of Work, specifications, responses and contract documents are to be interpreted as meaning those acceptable to the Housing Authority of the Town of Enfield. Any substantive changes or interpretations will be issued by the Authority in writing as an addendum.

7. TAX EXEMPTIONS

The Housing Authority of the Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions. The Authority will provide approved vendors with Tax Exemption Certificates upon request.

8. INSURANCE

a. Provider shall agree to maintain in force at all times during the contract the following minimum coverage. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A" VIII. In addition, all Carriers are subject to approval by the Enfield Housing Authority. Minimum Limits:

b. General liability coverage limits for bodily injury, property damage, and personal injury, $1,000,000 per occurrence/$2,000,000 general aggregate. Product and completed operations aggregate of $2,000,000. General Liability must also include Contractual Liability.

c. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, $1,000,000 per occurrence. The Enfield Housing Authority shall be named as an Additional Insured.

d. Umbrella/Excess Liability $5,000,000 and $5,000,000 Aggregate. General Liability, Auto Liability and Workers' Compensation to be listed as underlying coverages. Umbrella/Excess Liability to follow form with respect to Additional Insured and Waiver of Subrogation.

e. Workers' Compensation - For all the employees employed on said Work shall be maintained in accordance with Connecticut's Workers' Compensation Act. In case any class of employees engaged in hazardous Work under the contract at the site of the Work is not protected under the Workers' Compensation Act, the contractor shall provide Workers' Compensation Insurance for the protection of its employees not otherwise protected. Waiver of Subrogation to be provided.

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Phase IV - Window, Siding, & Roof Replacement at Green Valley and Laurel Park (continued)

9. BID BOND

Bidders are required to furnish a bid surety at the time the first bid is opened in the amount of two thousand ($2,000) dollars. The bid surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Housing Authority of the Town of Enfield."

10. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this bid according to its provisions, the Vendor awarded this bid must provide to the Authority, at the Vendor's expense, a performance and payment bond in the amount of ~~two thousand ($2,000) dollars.~~ The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Housing Authority of the Town of Enfield. "

11. GUARANTEE

The Vendor awarded this bid shall guarantee all products supplied for a period of one (1) year from the date of purchase as determined by the Authority, as a condition of the performance bond. In addition, the Vendor shall provide the Authority with all warranty and guarantee documentation from the manufacturer of the products supplied pursuant to the RFP.

12. FAIR EMPLOYMENT PRACTICES

The Vendor agrees not to discriminate against any employee or applicant for employment in the performance of this Contract's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other conditions proscribed by State or Federal law.

13. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Authority intends to enter into a contract with the Vendor. The contract will include and incorporate the provisions of this Invitation for Bids, including the Scope of Work and Qualifications, and the Bid Form submitted by the approved vendor. In the event of any conflict between the IFB documents and the successful vendor's Bid Form, the IFB documents shall prevail.

14. AWARDING THE PROJECT

The Authority reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make an award that is deemed to be in the best interests of the Authority. The "Contract Awarded" date in Section 2, titled Key Event Dates, is the date the contracts are anticipated to be awarded. It is not a date certain. The lowest priced bid is NOT the sole determining factor when awarding this project.

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Phase IV - Window, Siding, & Roof Replacement at Green Valley and Laurel Park (continued)

15. MODIFICATIONS AND ADDENDA

The Authority may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this IFB if the Authority determines it is in its best interest. Any such action shall be effected by a posting on the Authority's website, https://www.enfieldha.org/procurement.aspx Each respondent is responsible for checking the Authority's website to determine if the Authority has issued any addenda and, if so, to complete its bid in accordance with the IFB as modified by the addenda.

FORM OF BID
PHASE VI
Window & Siding Replacement
at
Green Valley & Laurel Park
Enfield, CT

Gentlemen:

1. The undersigned, having familiarized ( ) himself ( ) themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the Statement of Bidder's Construction Experience, the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions and the general scope of work, the Technical Specifications and Drawings) and addenda, if any therefore, as prepared by Capital Studio Architects, LLC, and on file in the office of the Housing Authority of the Town of Enfield, 1 Pearson Way, Enfield, CT 06082, hereby proposes to perform the Window, Siding and Roof Replacement at Green Valley & Laurel Park, all in accordance therewith, for the sum of $_____. The work will be completed in 120 calendar days from date of Notice to Proceed to substantial completion, exclusive of days work may be stopped due to winter conditions.

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority of the Town of Enfield, to reject any and all bids and to waive technical defects and any formality in the bids received when such waiver is in the best interest of the Housing Authority. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the Contract is presented to him for signature.

3. Security in the sum of $_____Dollars in the form of_____ is submitted herewith in accordance with the specifications.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.

5. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt for the clause).

6. Each bid must contain the following items:

a – Form of Bid (all pages) with required signatures.
b – Bid Bond
c – Performance and Payment Bond
d – Statement of Bidder's Construction Experience
e – Certificate of Insurance.
f – RRP Certification Form (If applicable)

All required forms must be filled out completely. The Owner may consider as non-responsive any bid that is incomplete or not submitted in the prescribed format. Not providing a schedule that clearly demonstrates how the contractor intends to perform the work will be grounds in forfeiting their bid bond.

7. The Contract award will be made to the lowest responsible bidder as outlined above. The Housing Authority of the Town of Enfield further reserves the right to increase the award, in accordance with the unit prices listed below depending on the availability of funds. The Owner reserves the right to reject any and all bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Owner.

8. <u>UNIT PRICES</u>

1. Provide unit cost to replace deteriorated, damaged, or rotted exterior grade 1/2", 5/8", or 3/4" plywood sheathing
   a. 1/2" $_____sf.
   b. 5/8" $_____sf.
   c. 3/4" $_____sf.

2. Provide unit cost to replace damaged gypsum wallboard.
   _____s.f.

3. Provide unit cost to furnish and install R-15 Kraft-faced Batt Insulation in exterior walls.
   $_____s.f.

4. Provide unit cost to replace deteriorated, damaged, or rotted 2 x 4 exterior wall stud.
   $_____per stud.

5. Provide unit cost to replace deteriorated, damaged, or rotted porch post with new pressure treated 4x4 post. $_____per post.

6. Provide unit cost to replace deteriorated, damaged, or rotted fascia board with new primed and painted fascia board.
   $_____l.f.

7. Provide unit cost to replace existing front door, complete. $_____per opening.

8. Provide unit cost to replace existing side/rear door, complete. $_____per opening.

9. Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within **120** consecutive calendar days therefore as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum **$350.00** for each consecutive calendar day thereafter.

10. The following list of Subcontractor's is proposed, by the Contractor, including individual trades, and if minority. This list must be approved by Housing Authority of the Town of Enfield. If a change is desired, this must be acceptable to all parties.

_____

_____

_____

13. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments, at any location, under his control, where segregated facilities are maintained. He further certifies that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

14. The contractor shall procure, and maintain in effect for the duration of this agreement, insurance coverages as identified in the "AIA General Conditions."

The selected Contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for workers compensation insurance and general liability insurance with a broad form contractual endorsement with the minimum limits identified in the Invitation For Bids. The Contractor shall indemnify and save harmless the Owner and the Municipality under these policies, which shall list the Enfield Housing Authority, its agents and the Owner as additional insured.

A. Workers Compensation and Employer's Liability;
In accordance with the State of Connecticut's Workers' Compensation Act, insuring in accordance with statutory requirements in order to meet obligations to employees in the event of injury or death sustained in the course of employment.

Cancellation Notice - Insurers must give no less than 30 days written notice in the event of either cancellation or non-renewal to the Municipality. Notice is to be to the attention of the Enfield Housing Authority.

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

15. A Bid Security of five percent (5%) of the bid shall be filed with the Bid. and may be either a certified/cashier's check or a Bid Bond made payable to the Housing Authority of the Town of Enfield, Sureties must be listed on the most recent IRS Circulation 570. Successful Bidder shall furnish Performance and Labor and Material Payment Bonds, each for 100 percent (100%) of the Contract Sum following notice of award. A certificate of insurance with the Housing Authority of the Town of Enfield, and Representatives named as additional insured, must be submitted with the bid package.

16. Addendum Receipt: The receipt of the Addendum to Drawings and Specifications is hereby acknowledged.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

Official Address

_____ By _____

_____ Title _____

END OF FORM OF BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we the undersigned,

_____ as Principal,
(Name of Principal)

_____ as Surety,
(Name of Surety)
are held and firmly bound unto the Enfield Housing Authority, in the penal sum of (5% of Bid Amount)

$_____

_____Dollars.
Lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the principal has submitted the accompanying bid, dated _____, 20_____

for_____

NOW THEREFORE, if the Principal shall not withdraw said bid within one hundred eighty (180) days after the said opening and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Enfield Housing Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Enfield Housing Authority the difference between the amount specified in said bid and the amount for which the Enfield Housing Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____day of_____20____.
The name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ _____(Seal)
(Individual Principal)

_____ _____
(Business Address)

_____ _____(Seal)
(Individual principal)

_____ _____
(Business Address)

BID BOND (cont'd)

ATTEST:

_____ _____
(Corporate Principal)

_____
(Business Address)

By_____ Affix Corporate Seal

ATTEST:

_____ _____
(Corporate Surety)

_____
(Business Address)

By_____ Affix Corporate Seal

Power of Attorney for person signing for surety must be attached to bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____ Certify that I am the _____

_____ Secretary of the corporation named
as principal in the within bond; that _____
who signed the said bond on behalf of the Principal was then_____
of said corporation; that I know his signature, and his signature therefore is genuine; and that said bond was duly signed, sealed, and attested, to for and in behalf of said corporation by authority of its governing body.

_____ (Corporate Seal)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, That we _____
(contractor)
_____ of _____ as

Principal, _____of _____ as

Surety, are held firmly bound unto the Enfield Housing Authority in the penal sum of (100% of Contract Amount)
$_____Dollars and to such persons, firms or corporations who may furnish materials for or perform labor on the work, construction or improvements contemplated in the contract herein after mentioned for the payment whereof the Principal and the Surety or Sureties bind, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT WHEREAS the said _____has entered into a contract with the
(contractor)
Enfield Housing Authority dated _____ of which the Surety or Sureties acknowledged the receipt thereof.

NOW THEREFORE, if the said _____ shall well and
(contractor)
truly keep and faithfully perform the contract on its part to be kept and performed (including guarantee and maintenance provision therein), and shall pay for all materials, and for all labor performed, and for the rental or hire of vehicles, machinery and equipment, tools and appliances used or employed in the execution of said contract, and shall fully indemnity and save harmless said Enfield Housing Authority as therein stipulated, then this obligation shall be of no effect, otherwise it shall remain in full force and effect.

AND THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the term of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

This bond is made for the use and benefit of all persons, firms and corporations who may furnish materials or perform any labor for or on account of said work, construction or improvements, or rent or hire out any vehicles, machinery and equipment, tools and appliances used or employed in the execution of said contract, and they and each of them are hereby made obligee hereunder the same as if their own respective names where

PERFORMANCE AND PAYMENT BOND (cont'd)

written herein as such and they and/or each of them may proceed or use hereon in their own names for their own use and benefit.

IN WITNESS WHEREOF, the parties hereto have executed this bond in triplicate on this _____ day of _____.

ATTEST:

_____ _____(Seal)
(name of contractor)

CORPORATE SEAL By _____

ATTEST:

_____ _____(Seal)
(name of Surety

By _____

Sealed and delivered in the presence of:

_____

_____

Power of Attorney of person executing Bond for Surety Company must be attached.

The rate of premium on this bond is $_____ per thousand. The total amount of premium charges is $ _____.

I, _____, certify that I am the Secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of corporation by authority of its governing body.

_____(Corporate Seal)
(Secretary)

NOTICE TO PROCEED

_____ Contract No._____
(Name of Contract)

_____ Date:_____
(Street Address)

_____ Project No._____
(City, State & Zip Code)

Location_____

Gentlemen:

Pursuant to the terms of your contract, dated_____, 20__ for Window & Siding Replacement at Green Valley and Laurel Park, Enfield, Connecticut, you are hereby notified to commence work thereunder at the start of the business on_____, 20__. The time for completion set forth in the contract is _____calendar days, including the starting day, which establishes_____, 20__ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance.

You are informed that Ms. Shari Riddick has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of, the Housing Authority of the Town of Enfield, Connecticut.

Under Separate cover, there is being forwarded to you one executed set of contract documents, consisting of the Contract, Performance and Payment Bond(s), Specifications and Drawings.

You are instructed to submit for our approval a breakdown of your contract price on the enclosed forms without delay.

Please acknowledge receipt of the Notice to Proceed by signing and dating, and return all carbon copies promptly to this office.

Very truly yours,
The Housing Authority of the
Town of Enfield, Connecticut

Enclosure:

Accepted:

_____
(Name of Contractor)

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

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STATEMENT OF BIDDER'S
CONSTRUCTION EXPERIENCE

All questions 1 through 13 must be answered and the data given must be clear and comprehensive. This statement **Must** be notarized. If necessary, add separate sheets for items marked (*).

1. Name of Bidder _____

2. Permanent main office address _____

3. When organized _____

4. When incorporated _____

5. How many years have you been engaged in the contracting business under your present firm name _____

6. *Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.) _____

   _____

7. *General character of work performed by your company _____

   _____

8. Have you ever failed to complete any work awarded to you. If so where and why? _____

   _____

9. Have you ever defaulted on a contract _____

10. * List the important structures recently erected by your company, stating approximate cost for each, and the month and year completed. _____

    _____

    _____

11. * List your major equipment available for this contract.

    _____

    _____

STATEMENT OF BIDDER'S
CONSTRUCTION EXPERIENCE

12. * Experience in construction work similar in importance to this project _____

_____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by The Enfield Housing Authority _____.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by The Enfield Housing Authority, Enfield, Connecticut in verification of the recitals comprising this Statement of Bidder's Construction Experience.

Dated at _____ this _____ day of _____201__

Name of Bidder _____

By _____

Title _____

State of _____ (ss)

County of _____(ss)

_____ being duly sworn

deposes and says that he is _____ of

_____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 201__

_____
(Notary Public)

My commission expires _____

RRP Certification Form
For Pre-1978 Projects for the
Enfield Housing Authority

Project Name: Window and Siding Replacement at
Green Valley and Laurel Park

What is RRP?

RRP is the Federal EPA's Renovation, Repair, and Paint Program. This law requires contractors that disturb painted surfaces in homes, child care facilities, and schools built before 1978 to be certified by EPA and follow specific work practices to prevent lead contamination. Individuals employed by the firm must be trained and certified. The contractor must give property owners and residents a copy of "Renovate Right", a pamphlet describing the lead-poisoning risks that may come from renovation activity in homes built before 1978. The following information is necessary to assist EPA Region 1 and the State of CT in its efforts to eliminate lead poisoning in children and adults. This checklist is not applicable for Lead Abatement or homeowner "Do-It-Yourself' projects. The contractor must provide the following information prior to obtaining a local construction or renovation permit:

Business name: _____

Business address: _____

CT License #: _____

EPA RRP Lead-Safe Certified Firm#: _____

EPA RRP Renovator training certificate #(s): _____

By signing below, I state that I will provide a copy of the EPA *Renovate Right,* lead-hazard pamphlet to the owner(s) and residents of the property before the work begins. I further agree to follow all lead-safe work practices to protect residents and workers from lead exposure.

Contractor name (print): _____

Contractor's signature: _____

Date: _____

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DRAFT

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General Conditions of the Contract for Construction

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

«26-01 Window & Siding and Roof Replacement at Green Valley and Laurel Park»
«Enfield, CT»

THE OWNER:
(Name, legal status and address)

«Enfield Housing Authority
1 Pearson Way»
«Enfield, CT 06082»

THE ARCHITECT:
(Name, legal status and address)

«Capital Studio Architects LLC
1379 Main Street»
«East Hartford, CT 06103»

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

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§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

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§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

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

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

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

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

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(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

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provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

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correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

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§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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AIA® Document A101® – 2017

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

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

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

«Enfield Housing Authority »
«1 Pearson Way»
«Enfield, CT 06082»
« »

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

« »« »
« »
« »
« »

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

«25-09 Window & Siding and Roof Replacement at Green Valley and Laurel Park »
«Enfield, CT»
« »

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

«Capital Studio Architects LLC »
«1379 Main Street »
«East Hartford, CT 06108»
« »

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

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

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion

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

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

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[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

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

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

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

« »

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

« »

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

« »

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

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

§ 5.2 Final Payment

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

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

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

« »

§ 5.3 Interest

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

« »
« »
« »
« »

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

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

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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

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§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

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

Document	Title	Date	Pages

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

« »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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SECTION 00900 - SPECIAL CONDITIONS

1. SPECIAL CONDITIONS DEFINITIONS

A. Where the Specifications refer to Owner, this shall be construed to mean the Enfield Housing Authority. Its designated agent shall be referred to as the "Owner's Designated Agent" in these specifications.

2. BIDDING REQUIREMENTS

A. The project will be open for inspection, dates to be designated by the Enfield Housing Authority

B. Owner's Designated Agent shall contact the Owner regarding site visit questions. Contact should be by the telephone to:

Mr. William Dufour
Enfield Housing Authority
1 Pearson Way
Enfield, CT 06082
Phone: 860-745-7493

C. Architectural questions on Specifications and Drawings should be addressed to Capital Studio Architects or Owner's Representative (to be determined):

Mr. David Holmes
Capital Studio Architects
1379 Main Street
East Hartford, CT 06108
Phone: 860-289-3262
Email: dholmes@capitalstudio.net

D. FH&EO questions should be addressed to:

Mr. William Dufour
Enfield Housing Authority
1 Pearson Way
Enfield, CT 06082
Phone: 860-745-7493

3. SALES TAX

A. The Owner is exempt from Connecticut Sales Tax.

4. INSURANCE

A. No insurance shall be terminated by the Contractor without thirty (30) days notice to the Owner.

B. All insurance companies shall be licensed and registered in the State of Connecticut.

C. All insurance coverages and limits shall be in conformance with the standards set by the DECD Supplementary Conditions and the Enfield Housing Authority.

5. INTERPRETATIONS OF DRAWINGS

A. Any questions or disagreements arising as to the true intent of this specification or the drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.

B. In the case of disagreement between drawings and specifications, or within either document itself, the better quality, greater quantity, or more costly work shall be included in the contract price, and the matter referred to the Owner's Representative's attention for decision and/or adjustment.

C. If the disagreement between the drawings and specification cannot be resolved through either A. or B. above, the specifications shall take precedence over the drawings.

6. VISITING THE SITE

A. Before submitting his final proposal, the Contractor shall examine the sites of the proposed work to determine the existing conditions that may affect his work, as he will be held responsible for any assumptions made by him in regard thereto. Time for this examination must have prior approval of the Owner.

7. CONTRACTOR'S PROPOSAL

A. The Contractor's proposal and bid must cover all items on the drawings and in the specifications exactly as drawn and specified.

C. Proposals and bids that do not conform to drawings and specifications will not be accepted.

8. SUBSTITUTIONS

A. Substitutions of equipment or materials other than those indicated on the drawings or in the specifications, shall be confined to only those manufacturers listed under the section on approved manufacturers, or to those otherwise indicated, and may be made only upon written approval from the Owner/Owner's Representative.

9. SUB-CONTRACTORS

A. All sub-contractors shall be subject to approval of the Owner.

B. When requested by the Owner, the prospective contractors shall submit a list with names, addresses, and telephone numbers of similar type projects previously completed.

10. LAWS, ORDINANCES, PERMITS AND FEES

A. The Contractor shall give all necessary notices, obtain all permits and pay for governmental taxes, fees, and other costs in connection with his work; file all necessary plans, prepare all documents and obtain all necessary approvals of the governmental departments having jurisdiction; obtain all required Certificates of Inspection for his work and deliver same to the Owner before request for acceptance and final payment for the work. The Owner is exempt from paying Building Permit Fees to the Town of Enfield. The Contractor shall

include for any and all State of Connecticut Department of Environmental Protection Permits in addition to all Local Permits.

11. APPROVALS

A. The materials, workmanship, design and arrangement of all work installed under the contract shall be subject to the approval of the Owner. If material or equipment is installed before it is approved, the contractor shall be liable for the removal and replacement, at no extra charge to the owner, if, in the opinion of the Owner, the material or equipment does not meet the intent of the drawings and specifications.

B. The words "approved equal" shall be understood to apply only to those items of equipment and material listed under the section of approved manufacturers, or as otherwise indicated on the drawings or in the specifications.

C. Equipment and materials that do not conform to the specifications or the previous paragraph will not be approved.

12. NON-SEGREGATED FACILITIES

A. By signing the bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, or under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" mean any waiting room, work areas, restrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certification from proposed sub-contractors prior to the award of sub-contracts exceeding $10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; that he will forward a notice to his proposed sub-contractors as provided in the Instruction to Bidders.

13. JOB MEETINGS

A. The Owner, Contractor, Owner's Representative and others concerned with the project whose presence is deemed necessary shall attend weekly job meetings for the purpose of discussing and expediting the prosecution of the work.

B. The schedule for meetings will be established by the Owner's Representative.

C. The proceedings of these meetings will be recorded by the Owner's Representative; the Contractor will be furnished a copy for his use and distribution as required.

14. DRAWINGS

A. Drawings are generally schematic and may differ to some degree from field conditions. Specifically, certain drawings may be opposite hand from actual conditions and/or requirements. All dimensions are ±. The contractor shall ascertain for himself the actual field conditions and shall be fully responsible for the indicated, specified and required work as designated and/or implied.

15. SCHEDULE OF THE WORK

A. The development is tenant occupied. All work shall be carried out in such a manner so as to cause minimal interference with the use of the building by the tenants. The Contractor shall at all times maintain access to the building.

B. Other work in progress concurrently with work under this contract shall be affected by the performance of this contract. Conformance with this provision shall be the responsibility of this contractor.

C. The standard working hours shall be from 8:00 a.m., until 5:00 p.m. Monday through Friday. Any deviation from this must be approved in advance by the Owner.

D. The Contractor shall at all times, maintain the fire integrity of the structures and shall maintain, free and clear, all exit ways.

16. MATERIALS AND EQUIPMENT

A. New materials and equipment installed into existing work shall be compatible with the existing work.

B. The Contractor shall advise the Owner's Representative before ordering and/or installing any materials and equipment if he disputes those items and/or methods specified, otherwise he shall take full responsibility for their performance and suitability.

17. STORAGE OF MATERIALS

A. Storage areas for the Contractor's use are available onsite. Coordinate with the Owner the locations to be designated for said purpose.

B. Equipment and materials stored on site are the full responsibility of the Contractor.

18. TEMPORARY FACILITIES

A. The Contractor shall provide and maintain an adequate office at the project sites at his discretion. If provided, it shall be located as directed by the Owner. It shall be kept clean, have adequate light and ventilation.

B. The Contractor shall provide and maintain telephone service for his own use. No telephone service is available at the site.

19. TEMPORARY SERVICE

A. The Contractor shall be responsible for providing water and electrical power to the site for his/her own use. The Contractor may connect to water and power service available at the site with the consent of individual tenants.

B. Fixtures, or other modifications, shall be the responsibility of the contractor.

20. SANITARY FACILITIES

A. The Contractor shall provide temporary facilities.

21. DEMOLITION

A. This work includes the furnishing of all labor, materials, equipment and services necessary for, and reasonable incidental to, completion of all Demolition, as required for the installation of the work, whether or not listed below.

B. All materials not identified for salvage, shall be removed legally from the site immediately.

C. The Owner will provide space for a dumpster(s) for use on this project.

22. SHOP DRAWINGS

A. Prior to delivery of materials and equipment to the project site, submit five (5) copies of Shop Drawings of each item for approval by the Owner/Owner's Representative.

B. Shop drawings shall consist of manufacturer's scale drawings, cuts or catalogs, including descriptive literature and complete characteristics of equipment showing dimensions, capacity, code compliance, motor and drive and testing, all as required for this project.

C. The Owner/Owner's Representative may designate submittal of physical samples for approval on items where actual color, texture or other characteristics might not be adequately described by drawing or written material.

23. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance by the Owner.

B. The Contractor shall be responsible for the protection of any finished work of other trades or existing buildings and tenant's property and damage or defacement by his operation and must remedy any such injury at his own expense.

24. ACCESSIBILITY

A. The Contractor shall install all work so that all parts required and readily accessible for inspection, operation, maintenance and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Owner.

25. SCAFFOLDING, RIGGING, HOISTING

A. The Contractor shall provide all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises for all equipment and materials furnished, and remove same from premises when no longer required.

26. GUARANTEE PERIOD

A. A one (1) year guarantee period on all new materials and workmanship shall commence at date of acceptance by the Owner, or its' designated agent.

27. WARRANTIES

A. All warranties for new materials shall commence at date of written acceptance by the Owner, or its' designated agent.

28. CLEAN UP

A. Project shall be cleaned daily or as required to keep project area free from rubbish and debris. All debris shall be removed from the site and deposited legally off-site.

B. Final clean-up shall include all debris, stains, and other defacement caused by the work.

29. LIQUIDATED DAMAGES

A. In the case of failure on the part of the Contractor to complete the work within the time fixed in the Contract, or any extension thereof, the Contractor shall pay to the Housing Authority of the Town of Enfield, as fixed, agreed and liquidated damages the sum of $350.00 for each calendar day of delay.

30. CONTRACT PERIOD

A. The contract period shall be one hundred twenty (120) calendar days from the date of the contract to substantial completion.

31. WAGE RATES

A. Wage rates are applicable to this project. Please refer to the Wage Rates included in this Project Manual.

32. HAZARDOUS MATERIALS

A. An environmental report will be made available to the successful bidder. If any materials are uncovered during the course of construction which are perceived to be hazardous material and are not identified in the report, or in the drawings and specifications, stop work and notify the owner.

33. EPA RENOVATION, REPAIR, AND PAINT PROGRAM

A. Contractor and/or relevant Subcontractors working on this project must be trained and certified in the Environmental Protection Agency's "Renovation, Repair and Paint Program" and must comply with all work procedures required by the program. Refer to the Drawings

for buildings identified as containing lead paint.

34. CHANGE ORDERS

A. For all change orders, the General Contractor, for Work self-performed shall be allowed 10% for overhead, above the direct costs and 5% for profit, above the direct costs to be calculated on a 15% total above direct costs.

B. For all change orders for sub-contracted Work, the sub-Contractor shall be allowed 10% for overhead, above the direct costs and 5% for profit, above the direct costs to be calculated on a 15% total above direct costs.

C. For all change orders for sub-contracted Work, the General Contractor shall be allowed 5% for overhead and 2.5% for profit.

35. A. The Owner reserves the right to negotiate unit prices with the successful bidder.

36. SALVABLE MATERIALS

A. Unit numbers.

B. Mailboxes.

END OF SECTION

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SECTION 01200 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General and Special conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - SUMMARY OF THE WORK

A. The scope of this contract, known as "Window & Siding Replacement at Green Valley and Laurel Park, Enfield, CT", generally includes selective demolition, new vinyl siding and new replacement windows for the Units specified by the Owner in the Invitation to Bid.

B. Verbal Summary of the Work without force and effect, includes, but is not limited to:

1. Selective demolition, including replacement of all existing siding materials down to the wood sheathing.
2. Cutting and patching.
3. New vinyl siding.
4. New gutters and leaders.
5. Window replacement.
6. New exterior light fixtures.
7. Unit numbers.
8. Mailboxes.
9. Doorbell buttons.
10. Storm doors.
11. Exterior doors.
12. Vent caps.
13. Gable end vents.
14. Install spray foam insulation in exterior walls in areas where kitchen piping exists.
15. Porch post wraps.
16. Shutters.
17. Exterior Doors (re-use existing locksets and deadbolts).
18. Replace existing asphalt roofing systems.

C. Refer to Bid Form for Unit Pricing.

1.3 - EXISTING CONDITIONS

A. This project includes work which is affected by existing conditions. Existing conditions which may affect the Work may be discovered during the progress of the Work. Make adjustments in the work as required accommodating existing conditions. Where products are to be installed in existing construction, perform cutting, removal of old products (if applicable), reinstallation of existing materials, installation of new products, rebuilding of adjacent construction, and other operations as required.

1. The Owner will issue prompt instructions when unanticipated conditions are encountered.

2. If unanticipated conditions are such as to impose a hardship on the Contractor as interpreted by the Owner's Representative, such as faulty structure which must be rebuilt, appropriate change orders will be issued for approval by the Owner/Owner's Representative.

3. Make adjustments in the Work, other than those described in two above, without additional compensation.

B. The Drawings do not attempt to show every item of existing work to be demolished and every item of repair required to existing surfaces. Perform work required to remove existing materials not to be saved and to restore existing surfaces to like-new condition.

1. If possible, repairs shall be indistinguishable from adjacent sound surfaces. Where it is impossible to achieve repairs which are indistinguishable from adjacent sound surfaces, notify the Owner/Architect, and proceed according to the Owners instructions.

C. The intention is that the project shall include the work required at the interface between new and existing construction.

1.4 - USE OF PREMISES

A. The following are in addition to requirements of the General Conditions governing the Contractor's use of the premises.

1. Assume full responsibility for protection and storage of products stored on the premises.

2. The Contractor shall have use of the premises between the hours of 8:00 AM and 5:00 PM, Monday through Friday. It is during these hours that all work must take place. Additional week day hours and any work to be done on weekends must be approved in advance by the Owner.

3. The Contractor shall not have use of the premises on holidays that the Housing Authority is closed. A list of these dates will be provided to the successful bidder.

4. Since the buildings will be open during the construction work, the Contractor shall take the necessary precautions to insure safe access to all entries in use. The tenants will be responsible for moving furnishings from areas within the contract limit lines, as well as non permanent signage which they wish to retain.

1.5 - REFERENCE STANDARDS

A. Unless date is listed, reference to standard specifications shall mean latest edition of such specification legally adopted and published at the date the Contract is executed.

B. Reference to technical society or organization is made in the project manual according to the following abbreviations:

A.A.M.A. Architectural Aluminum Manufacturers Association
A.C.I. American Concrete Institute

A.I.A.	American Institute of Architects
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.C.	American Institute of Steel Construction
A.I.T.C.	American Institute of Timber Construction
A.N.S.I.	American National Standards Institute
A.P.A.	American Plywood Association
A.S.H.R.A.E.	American Society of Heating, Refrigeration, and Air Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society of Testing Materials
A.W.I.	American Woodwork Institute
A.W.P.I.	American Wood Preservers Institute
A.W.S.	American Welding Society
A.W.W.A.	American Water Works Association
B.O.C.A.	Building Officials & Code Administrators International, Inc.
C.H.F.A.	Connecticut Housing Finance Authority
C.P.S.C.	Consumer Products Safety Commission
C.S.I.	Construction Specification Institute
D.E.C.D.	Department of Economic and Community development.
D.O.H.	Department of Housing
E.E.I.	Edison Electric Institute
Form 816	Connecticut State Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction
F.M.	Factory Mutual
F.S.	Federal Specification
H.U.D.	U.S. Department of Housing and Urban Development
I.E.S.	Illuminating Engineers Society
I.S.D.S.I.	Insulated Steel Door Systems Institute
N.A.A.M.M.	National Association of Architectural Metal Manufacturers
N.B.F.U.	National Board of Fire Underwriters
N.B.S.	National Bureau of Standards
N.E.C.	National Electric Code
N.F.P.A.	National Fire Protection Association
O.S.H.A.	Occupational Safety and Health Administration
S.D.I.	Steel Deck Institute
S.I.G.M.A.	Sealed Insulating Glass Manufacturer's Association
S.J.I.	Steel Joist Institute
S.M.A.C.N.A.	Sheetmetal and Air Conditioning Contractors National Association, Inc.
S.S.P.C.	Steel Structures Painting Council
U.L.	Underwriters Laboratories, Inc.
W.W.P.A.	Western Wood Products Association

1.6 - GUARANTEES

A. All guarantees and warranties shall commence on the date of Final Acceptance of the Work or the item being guaranteed, whichever is later, so that the Owner receives full use of the items for the guarantee period.

1.7 - SALVABLE MATERIALS

A. Consult with the Owner, prior to demolition on which, if any, materials scheduled to be removed shall be retained for their use.

B. Deliver in good usable condition, to a location determined by the Owner, all materials determined to be salvageable.

PART 2 – PRODUCTS – (Not Used)

PART 3 – EXECUTION – (Not Used)

END OF SECTION 01200

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 – RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this Section.

1.2 – WORK INCLUDED

A. This Section includes administrative and procedural requirements for Unit Prices.
B. Refer to other specification sections for specific requirements for this work.
C. Enter Unit Price amounts on the enclosed Bid Form.

1.3 – DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 – PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

A. Refer to Drawings for details and locations for Unit Price work.

B. If Unit Price work is encountered in the field and not identified on the Drawings, the Contractor shall provide written and photographic documentation, including locations where work is required, dimensions in linear feet, or square feet, sketches and other quantities.

3.1 – LIST OF UNIT PRICES

A. <u>Unit Price No. 1 – Plywood Sheathing (match existing thickness)</u>

1. Condition –Exterior sheathing thicknesses vary and in some cases, homasote is used as an exterior sheathing. Contractor shall verify in field, the thickness of all deteriorated sheathing that shall be removed and replaced.
2. Description – Install new 1/2”, 5/8”, or 3/4" CDX plywood sheathing as follows:
   a. Rotted exterior sheathing being replaced.
   b. Infill plywood where existing homasote is being removed.
   c. Where homasote is used as sheathing, provide at each side of each corner of the existing house structure provide min. 32” of sheathing for lateral bracing. Refer to Drawing Details
3. Unit of measure – Per square foot.

B. <u>Unit Price No. 2 – 1/2" Gypsum Wallboard</u>

1. Condition – Areas where the existing gypsum wallboard is deteriorated, or removed to accommodate window replacement, provide new gypsum wall board to match existing and prime and paint, two finish coats to nearest breakpoint.
2. Unit of measure – Per square foot.

C. <u>Unit Price No. 3 – R-15 Kraft-faced Batt Insulation</u>

1. Condition – Areas where the existing batt insulation is deteriorated, or missing, provide new batt insulation.
2. Unit of measure – Per square foot.

D. Unit Price No. 4 – 2x4 Exterior Wall Studs

1. Condition – Areas where the existing 2x4 exterior wall studs are deteriorated, or spaced more than 16" o.c., provide new 2x4 exterior wall studs.
2. Unit of measure – Per stud.

E. Unit Price No. 5 – 4x4 PT Porch Post

1. Condition – Areas where the existing 4x4 wood porch post is deteriorated, provide new 4x4 pressure treated wood post.
2. Unit of measure – Per post.

F. Unit Price No. 6 – Wood Fascia

1. Condition – Areas where the existing wood fascia is deteriorated, provide new wood fascia to match existing and prime and paint, two finish coats. Assume 1x8 wood fascia.
2. Unit of measure – Per linear foot.

G. Unit Price No. 7 – Exterior Door - Front

1. Remove existing door framenad interior trim.
2. Provide and install ThermaTru Smoothstar S296 door.
3. Set threshold in bed of sealant and insulate at jambs and head.
4. Install new interior trim to match existing trim.
5. Prime and paint (2 coats) door and trim.
6. Reuse existing latchset and deadbolt.

H. Unit Price No. 8 – Exterior Door – Side/Rear

1. Remove existing door framenad interior trim.
2. Provide and install ThermaTru Smoothstar S262XK door.
3. Set threshold in bed of sealant and insulate at jambs and head.
4. Install new interior trim to match existing trim.
5. Prime and paint (2 coats) door and trim.
6. Reuse existing latchset and deadbolt.

END OF SECTION 01270

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SECTION 01300 - DEMOLITION

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 1 Specification sections, apply to work specified in this section.

1.2 - GENERAL REQUIREMENTS

A. "Demolition" denotes razing and removal of portions of existing structures, Installations and obstructions shown on Drawings or specified to be removed from the site, and includes taking possession of and removing from the site, all material, equipment and debris resulting from demolition work except as otherwise specified herein.

B. Conform to all requirements of local authorities having jurisdiction including the following:

1. Obtain and pay (if required) for all permits and licenses.

2. Provide and maintain fire protection devices.

3. Install and maintain barricades for protection of public and adjacent property (as required).

4. Keep public and private ways free of dirt and debris at all times.

5. All material shall be disposed of legally off the site.

C. Upon completion remove all tools, equipment, temporary structures (if any) and installations and rubbish of every sort. Leave work areas in an orderly condition and the surrounding area in a broom-clean condition.

D. It is the responsibility of the General Contractor to coordinate the demolition work with the general construction process and the work of other trades. The demolition work must be phased accordingly.

E. Provide any temporary weather protection which may be required as a result of demolition work.

1.3 - EXISTING PUBLIC SPACES

A. Before start of demolition, notify and arrange for appropriate utility companies to discontinue services and to remove meters and other regulating devices, not the property of the Owner, as required. Contractor to remove electrical devices as necessary.

B. Cap and/or plug disconnected service lines as required by utility company concerned.

C. Protect existing services indicated to remain on the site. Replace and/or repair

services damaged as a result of demolition work, at no expense to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 - SCOPE

A. Portions of structures, installations and obstructions to be demolished are as shown on the Contract Drawings and, in general but not necessarily limited to, those items as listed below:

1. Removal of existing siding systems.
2. Removal of existing windows.
3. Removal of existing storm doors.
4. Removal of existing exterior doors.
5. Removal of related interior materials as needed in relation to other work.
6. Removal of existing roofing systems.

B. Demolition work shall not be limited to the above listing. The removal, relocation, or replacement of any item(s) by a trade as may be required (1) to complete the indicated scope of work or (2) to accomplish the intended result may require demolition work not specifically listed or shown on the Drawings. All such requirements shall be considered part of this work.

3.2 - PROTECTION

A. Protect all walls, floors, ceilings and other existing items not to be removed. Portions damaged as a result of the work shall be replaced and repaired in compliance with the regulations of authorities having jurisdiction and without cost to the Owner.

B. Do not close or obstruct means of egress in connection with the work. Materials and debris shall not be placed or stored in egress paths. Conduct operations so as to interfere as little as possible with normal activities.

END OF SECTION 01300

SECTION 01400 - SUBMITTALS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Special Conditions and Division 1 Specification sections apply to work specified in this section.

1.2 - RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Substitutions and product options are indicated in Item 8 of Section 00900, Special Conditions.

B. Materials and methods requiring submittals are listed, where applicable, within each Respective section of this specification.

1.3 - IDENTIFICATION

A. Identify each submittal with the following information:

1. Date and revision date(s).
2. Project title.
3. The names of: Owner's Representative, Contractor, Subcontractor, supplier, manufacturer or separate detailer when pertinent.
4. Identification of products, materials and finishes.
5. Relation to adjacent structure or material.
6. Field dimensions, clearly identified as such.
7. The specification section number, and applicable standards, such as ASTM or FS number.
8. Quantities.
9. Blank spaces, 4" x 4 1/2" each, for the Reviewer's stamp, and Consultant's stamp where applicable.
10. Identification of deviations from Contract Documents.
11. Contractor's stamp, initials or signed, certifying to review of submittal, the verification of the field measurements and quantities, and compliance with Contract Documents.

B. Accompany the submittals with a transmittal letter containing:

1. Date.
2. Project Title and number.
3. Contractor's name and address.
4. The number and name of each item submitted.
5. Notification of deviations from Contract Documents.

1.4 - SHOP DRAWINGS

A. Provide the following information, where applicable, on all shop drawings:

1. All necessary dimensions. Dimension work illustrated by shop drawings to fit actual field conditions.
2. Sufficient detailing to show appearance, method of assembly or fabrication, and the method of installation or erection.
3. Identification of details by reference to sheet and detail number shown on Contract Drawings.

1.5 - PRODUCT DATA

A. Manufacturer's standard schematic drawings which are:

1. Modified to delete any information which is not applicable to the Project.
2. Supplemented to provide any additional information applicable to Project.

B. Manufacturer's catalog sheets, brochures, diagrams schedules, performance charts, illustrations and other standard descriptive data.

1. Clearly mark each copy to identify the pertinent materials, products, or models.
2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.

C. Test reports performed by independent testing agencies for manufacturer. On test reports list:

1. System, material or work tested.
2. Test results and witnesses.
3. Description of correction of faults.

1.6 - SAMPLES

A. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material, with integrally related parts and attachment devices.

2. Full range of color samples.

3. After the review, approved samples may be used in construction of Project, where appropriate.

1.7 - SUBMISSION REQUIREMENTS

A. Submit to the Owner's Representative all shop drawings, product data and samples required by the specification sections.

B. Schedule submissions at least 10 working days before dates reviewed submittals will be needed.

C. Submit six black line prints of each shop drawing.

D. Submit six copies each of all product data.

E. Submit two each of required samples unless a greater number is specified or requested by the Owner's Representative.

F. Submit samples with delivery charges prepaid. Samples delivered in damaged condition may not be acceptable, and may have to be resubmitted, to Architect's discretion.

G. The Owner's Representative may, at his discretion, request submittals in addition to those specified.

H. Facsimile copies are not acceptable for submission and will be returned un-reviewed.

1.8 - RESUBMISSION REQUIREMENTS

A. Shop Drawings:

1. Revise the initial drawings as required and resubmit as specified for initial submission.

2. Indicate on drawings any changes which have been made other than those requested by Owner's Representative.

B. Product data and Samples: Submit new data and samples as required for initial submission.

1.9 - ARCHITECT'S DUTIES

A. Owner's Representative's responsibilities for processing submittals are defined in other sections of these specifications.

B. Owner's Representative is not responsible for verifying quantities, dimensions, field measurements, or co-ordination of work of different trades. Architect's review of submittals shall not be construed to include or imply any such verification.

1.10 - CONTRACTOR'S DUTIES

A. In addition to requirements of other Division 1 Specification sections.

1. Contractor shall be responsible for obtaining and distributing prints of shop drawings after, as well as before final approval, to all parties, including, but not limited to the Owner, subcontractors and suppliers.

2. Prints of approved shop drawings shall be made from sepia transparencies which carry the Reviewer's and Consultant's stamp of approval.

3. Begin no work which requires shop drawings and product data unless the approved and stamp shop drawings and product data are on file at the job site.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 01400

SECTION 01500 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Special Conditions and Division 1 Specification sections apply to work specified in this section.

1.2 - DESCRIPTION

A. Definition: "Cutting and Patching" is hereby defined to include, but not necessarily limited to the cutting and patching of nominally completed and previously existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes; and is defined to exclude integral cutting and patching during manufacturing, fabricating, erecting and installing process for individual units of work.

B. Demolition is recognized as an example of a related, but separate category of work, which may or may not also require cutting and patching as defined in this Section. Refer to Section 01300.

1.3 - QUALITY ASSURANCE

A. Requirements for Structural Work:

1. General: Do not cut and patch structural work in a manner resulting in a reduction of bearing capacity or load/deflection ratio.

2. Call for a structural inspection, and/or obtain the Owner's approval prior to cutting and patching any of the following:

   a. Bearing Walls.

   b. Structural decking and floor systems.

   c. Exterior wall construction - including storefronts.

   d. Pressurized piping, vessels and equipment.

B. Visual requirements: Do not cut and patch work which is exposed on the exterior or exposed in occupied spaces of the building in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cutting and patching work, both as judged solely by the Owner. Remove and replace work judged by the Owner as having been cut and patched in a visually unsatisfactory manner.

1.4 - SUBMITTALS

A. Requests for Owner's Consent:

1. Prior to cutting and patching of structural elements, submit written request to the Owner for permission to proceed with cutting.

2. Should conditions of the Work, or schedule indicate a required change of materials or methods for cutting and patching, so notify the Owner and secure his written permission and the required Change Order prior to proceeding.

B. Notices to the Owner:

1. Prior to cutting and patching performed pursuant to the Owner's instructions, submit cost estimate to the Owner. Secure the Owner's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.

2. Submit written notice to the Owner designating the time the work will be uncovered, to provide for the Owner's observation.

C. Approval by the Owner to proceed with proposed cutting and patching does not waive the right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. For replacement of items removed, use identical materials to those being removed, or materials complying with the various Sections of these Specifications or the drawings, as appropriate. The end result of the cutting and patching operation shall result in equal or better work than the work being cut and patched, in terms of performance characteristics and including visual effects where applicable.

2.2 - PAYMENT FOR COSTS

A. Perform cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner. The Owner will reimburse the Contractor for cutting and patching performed pursuant to written Change Orders, after claim for such reimbursement is submitted by the Contractor, and approved in advance by the Owner.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Inspection:

1. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.

2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Owner and secure needed directions.

2. Do not proceed until unsatisfactory conditions are corrected.

3.2 - PREPARATION

A. Provide adequate temporary support including, but not necessarily limited to shoring and bracing to maintain structural integrity of the Work. Do not endanger other work.

B. Provide adequate protection of other work during cutting and patching, to prevent damage. Provide protection of the Work from adverse weather exposure.

3.3 - CUTTING AND PATCHING

A. Perform cutting and patching as required under pertinent other Sections of these Specifications.

B. Employ skilled tradesmen to perform all cutting and patching. Proceed with cutting and patching at the earliest feasible time, in each instance, and perform the work promptly.

C. Patch with seams which are durable and as invisible as possible. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

D. Select systems that adequately resist racking and provide acceptable deflection under live and dead loads. Reinforce to prevent cracking. Inspect and test patched areas to demonstrate integrity of work.

E. In all cases of repair and renovation, restore exposed finishes of patched areas and where necessary, extend finished restoration onto retained work adjoining, in a manner which eliminates evidence of patching.

F. Where re-painting areas due to cutting and patching as part of this work, paint the entire wall, to the nearest corner, in colors to match the existing, unless otherwise directed by the Owner.

G. Where cutting and patching of ceilings is required, cut ceiling back as little as is required, and later infill to the point at which the existing ceiling is cut back. Refer to typical details on the drawings for additional information.

H. Where floor finishes are to be cut back, cut back to nearest logical point, or as indicated on the drawings. Install new flooring, as indicated on the drawings, utilizing the necessary transitions, reducers, termination bars, etc.

I. Consult with the architect as necessary to ensure compliance with the intention of cutting and patching work relative to floors and ceilings.

END OF SECTION 01500

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Special Conditions and Division 1 Specification sections apply to work specified in this section.

1.2 - GENERAL

A. The following requirements supplement those of other sections of these Specifications.

1.3 - CLEANING

A. Hazard Control:

1. Store all volatile wastes in covered non-flammable containers.

2. Prevent accumulation of wastes which create hazardous conditions.

3. Provide adequate ventilation during use of volatile or noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in the storm or sanitary drains. Dispose of them legally off the site.

2. Do not dispose of wastes in streams or waterways.

3. Dispose of demolition and waste materials, debris and rubbish legally off the site.

C. During construction, in addition to cleaning required other sections of these Specifications, perform the following:

1. Keep building, grounds, and public properties free from accumulations of waste materials and rubbish.

2. Provide on-site containers for the collection of all waste materials, all debris and rubbish. Dispose of waste materials, debris and rubbish at reasonable intervals, legally off the site.

3. Clean interior building areas where construction occurred. after demolition work is complete and when ready to receive finish painting and continue cleaning on an as-needed basis until building is ready for substantial completion or occupancy.

4. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

D. At substantial completion, in addition to leaving the work "broom clean", the following must be completed:

1. Remove dust, dirt, stains identifications stickers, fingerprints, paint droppings and other soil from finished surfaces.

2. Clean and polish hardware, specialties, and equipment.

3. Vacuum clean all sills until all debris is removed. Use a brush if necessary to free up stationary particles. Lubricate all tracks if necessary for smooth, easy opening and closing operations.

4. Clean under and behind all concealed areas.

5. If surfaces cannot be put in clean condition by cleaning, repaint them as required until they are at an acceptable level of quality.

6. Clean site and clean up any debris of dirt off site, which resulted from work under this contract, and dispose of legally off the site.

7. Maintain cleaning until Substantial Completion Certificate, approved by the Architect, is delivered to the Owner or the project is occupied by the Owner. Turn over the work fully clean and fit for occupancy.

8. When workmen call back for "punch list" or guarantee work, clean up afterwards.

1.4 - SUBSTANTIAL COMPLETION

A. Submit written certification to Owner's Representative that Project, or a designated portion of Project, is substantially complete. Submit list of major items to be completed or corrected.

B. The Owner's Representative shall prepare and submit a list of the items to be completed or corrected as determined by the inspection.

C. Should the Architect consider that the Work is substantially complete:

1. The Owner's Representative shall prepare and submit a list of items to be completed or corrected as determined by the inspection.

2. Owner's Representative will prepare and issue a Certificate of Substantial Completion, complete with signatures of Owner and Contractor, accompanied by the list of items to be completed or corrected.

3. Perform final cleaning as specified above.

4. Complete work listed for completion or correction, within designated time.

5. Obtain Certificate of Occupancy, if required.

D. Should Owner's Representative consider that the Work is not substantially complete:

1. He/she shall immediately notify the Contractor, in writing, stating reasons.

2. Contractor shall complete the Work, and send second written notice to the Owner's Representative, certifying that the Project, or a designated portion of the Project, is substantially complete.

3. Owner's Representative will re-inspect the work.

1.5 - FINAL INSPECTION

A. Contractor shall submit written certification, as required above, that:

1. Contract documents have been reviewed.

2. Project has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in presence of Owner's representative and are operational.

5. Project is completed, and ready for final inspection.

B. Owner's Representative will make final inspection within three days after receipt of certification.

C. If Owner's Representative considers that Work is finally complete in accordance with requirements of the Contract Documents, he/she shall request Contractor to make Project Closeout Submittals.

D. If Owner's Representative considers that Work is not finally complete:

1. He shall notify Contractor, in writing, stating reasons.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and submit a second written notice to Owner's Representative certifying the Work is complete.

3. Owner's Representative will re-inspect work.

E. Should Owner's Representative be required to perform second inspection because of failure of Work to comply with original certifications of Contractor, Owner will compensate Owner's Representative for additional services, and deduct amount paid from final payment to Contractor.

1.6 - CLOSEOUT SUBMITTALS

A. Upon completion of the Work, deliver the following to the Owner's Representative, as required by the General Conditions and Specifications.

1. Project Record Documents. (Submit one (1) clean, legible marked up set of prints and other items, if required, as indicated in 1.7 below.)

2. Operation and Maintenance Data.

3. The guarantees, warranties and bonds.

4. Parts and Maintenance Materials.

5. Evidence of Compliance with requirements of the building department and other governing authorities, including:

   a. Certificate of Occupancy, if required.

B. Accompany closeout submittals with transmittal letter, in duplicate, containing:

1. Date

2. Project title and number.

3. Contractor's name and address.

4. Certification that each Project Record Document, as submitted is complete and accurate.

5. Signature of the Contractor, or his authorized representative.

C. Instruct Owner's personnel in operation of all systems and other equipment.

1.7 - PROJECT RECORD DOCUMENTS

A. Drawings, shop drawings, product data, specifications and addenda, marked by Contractor to record all changes made during construction described below, shall be referred to as "Project Record Documents."

B. In addition to changes, record on Project Record Drawings the following as-built conditions:

1. Locations and sizes of conduit runs.

2. Locations and sizes of access panels and doors.

3. Location of all the mechanical and electrical control points.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01700

SECTION 06100 -ROUGH CARPENTRY

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this Section.

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Interior woodwork exposed to view is specified in Section 06200.

1.3 - REFERENCE STANDARDS

A. Use lumber and plywood grade-marked in accordance with the following standards:

1. Western wood: "Standard Grading Rules for Western Lumber", published by Western Wood Products Association.

2. Southern Pine: "Standard Grading Rules for Southern Pine Lumber", published by Southern Pine Inspection Bureau.

3. Plywood: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

B. Preservative pressure treated lumber and plywood shall comply with AWPA C2 and C9, respectively, and with the requirements listed below:

1. Wood for ground contact use: AWPB LP-22.

2. Wood for above-ground use: AWPB LP-2.

C. Requirements for all lumber:

1. Lumber shall be seasoned to 19% or less moisture content.

2. Lumber and plywood shall be grade marked to show conformity to specifications.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. Sills, bucks, blocking, and nailers for use in conjunction with wood construction and where exposed to concrete, masonry, roofing or other sources of dampness: Any species of structural lumber, construction grade, pressure treated, meeting the requirements listed above.

B. Joists, rafters, headers, stringers, beams, posts, studs, plates and other structural support members except those listed below: Douglas Fir-Larch, No.2 grade or better.

C. Blocking, nailers, and other non-structural uses: Any species of structural lumber, construction grade or better.

D. Exterior wall sheathing: nominal 1/2" tongue & groove, APA rated sheathing, Exposure 1.

E. Roof Sheathing: Nominal 5/8", square edge, APA Rated Sheathing, Exposure 1.

PART 3 -EXECUTION

3.1 – WORKMANSHIP

A. Produce joints which are tight, true and well nailed, with members assembled in accordance with the Drawings and with pertinent codes and regulations.

B. Selection of lumber pieces:

1. Carefully select the members.

2. Select individual pieces so that knows and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.

3. Cut out and discard defects which render a piece unable to serve its intended function.

4. Lumber may be rejected by the Owner's Representative, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.

C. Do not shim any framing component.

3.2 – GENERAL FRAMING

A. General:

1. Provide framing members of the size(s) and spacing shown on the Drawings.

2. In addition to framing operation normal to the fabrication and erection indicated on the Drawings, install solid wood blocking and backing required for fastening of grab bars and other accessories as required. All exterior blocking to be pressure treated.

3. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance by the Owner's Representative.

B. Bearings:

1. Make bearings full unless otherwise indicated on the Drawings.

2. Finish bearing surface on which structural members are to rest so as to give sure and even support.

3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

3.3 – ALIGNMENT

A. On framing members to receive a finished surface, align the finish subsurface to vary not more than 1/8" from the plane of surfaces of adjacent furring and framing members.

3.4 – INSTALLATION OF PLYWOOD SHEATHING & UNDERLAYMENT

A. Placements:

1. Place plywood with face grain perpendicular to supports and continuously over at least two supports, except where otherwise shown on the Drawings.

2. Center joints accurately over supports, unless otherwise shown on the Drawings.

B. Protect plywood from moisture by use of waterproof coverings until the plywood in turn has been covered with the next succeeding component or finish.

3.5 - FASTENING

A. Fasteners:

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

2. Power-Driven Fasteners: CABO NER-272.

3. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

B. Metal framing anchors: Provide timber connection hardware by Simpson or approved equal of the gauges shown on the Drawings, or as otherwise required. Provide galvanized anchors for attaching carpentry to masonry or concrete.

C. Nailing:

1. Use only common wire nails or spike of the sizes shown in Table 2304.9.1 of the Connecticut State Building Code, except where otherwise specifically noted on the Drawings.

2. For conditions not covered in the Table, provide penetration into the piece receiving the point of not less than ½ the length of the nail or spike, provided, however, that 16d nails may be used to connect tow pieces of 2" (nominal) thickness.

3. Nail without splitting wood.

4. Pre-bore as required.

5. Remove split members and replace with members complying with the specified requirements.

D. Bolting:

1. Drill holes 1/16" larger in diameter than the bolts being used.

2. Drill straight and true from one side only.

3. Do not bear bolt threads on wood, but use washers under head and nut where both bear on wood, and use washers under all nuts.

E. Screws:

1. For lag screws and wood screws, pre-bore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.

2. For screws at plywood underlayment, countersink screws such that head of screw is 1/32" below the uppermost surface of the plywood.

END OF SECTION 06100

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SECTION 06200 - FINISH CARPENTRY

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - WORK INCLUDED

A. Work specified in this section shall include all new interior woodwork exposed to view.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Wood and plywood not specified here are specified in Section 06100.

B. Painting is specified in Section 09900.

PART 2 - PRODUCTS

2.1 - MATERIALS AND FABRICATION

A. The "Quality Standards" of the Architectural Woodwork Institute (AWI) is hereby incorporated by reference.

B. Standing & running trim for opaque finish:

1. Quality Grade: "Custom" as defined by AWI.

2. Species: Clear white pine.

3. Profile: As shown on the Drawings.

PART 3 - EXECUTION

3.1 - WORKMANSHIP

A. Install finish carpentry in a manner consistent with specified quality of manufacturer, and/or acceptable standards of good practice. Distribute allowed defects to best overall advantage.

B. Jointing: Produce joints which are true, tight and well nailed. Make joints to conceal shrinkage. Install trim in pieces as long as possible, jointing only where solid support is obtained.

1. House or cope interior corners.

2. Blind miter exterior joints.

3. Miter or scarf end-to-end joints.

C. Fastening:

1. Install items straight, true, level, plumb, and firmly anchored in place.

2. Where blocking or backing is required, coordinate as necessary with other trades to ensure placement of required backing and blocking in a timely manner.

3. Nail trim with finish nails of proper dimension to hold the member firmly in place without splitting the wood.

4. On exposed word, set nails for putty.

5. Screw, do not drive, wood screws; except that screws may be started by driving and then screwed home.

3.2 – FINISHING

A. Sandpaper finished wood surfaces thoroughly as required to produce a uniformly smooth surface, always sanding in the direction of the grain, except do not sand wood which is designed to be left rough.

B. No coarse-grained sandpaper mark, hammer mark, or other imperfection will be accepted.

C. Fill cracks in existing wood trim with an approved filler material. Sand smooth to match existing lines and profile prior to painting.

END OF SECTION 06200

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SECTION 07150 -DAMPPROOFING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - WORK INCLUDED

A. Furnish and install infiltration barrier (sheathing wrap) under all new vinyl siding.

B. Furnish and install flexible membrane flashing around the perimeter of all new windows.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Rough Carpentry is specified in Section 06100.

B. Building insulation is specified in Section 07200.

C. Vinyl siding is specified in Section 07460.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. Infiltration Barrier (Sheathing wrap): "Tyvek Home Wrap" as manufactured by Dupont or approved equal.

B. Self-adhering flexible membrane flashing: “Vycor Plus” as manufactured by W.C. Grace Co., or approved equal.

PART 3 - EXECUTION

3.1 - INSTALLATION OF INFILTRATION BARRIER

A. Install infiltration barrier (Sheathing wrap) on outside of all exterior wall sheathing directly below new vinyl siding. Lap horizontal joints upper outside lower, at least 12", and lap vertical joints at least 12". Tape joints. Tape tightly to protrusions. At windows, doors, and other openings, tape infiltration barrier over head and jamb flashings and under sill flashings. Install infiltration barrier to form complete waterproof, windproof film outside of the sheathing. Hold infiltration barrier in place using sharp pointed nails with broad plastic heads.

B. After infiltration barrier has been installed, notify Architect for inspection before covering infiltration barrier, and perform hose testing to demonstrate that infiltration barrier is waterproof. Tape rips that occur in infiltration barrier.

C. At all window head and jambs, install flexible membrane flashing under sheathing wrap. Lap sheathing perimeter 6”. Install in accordance with manufacturer's instructions. At window sill, lap over sheathing wrap 6", full width of opening, turning continuous membrane vertically at each jamb.

END OF SECTION 07150

SECTION 07200 - INSULATION

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 – WORK INCLUDED

A. Furnish and install blanket wall insulation to replace existing on a unit price basis.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Gypsum Wallboard is specified in Section 09250.

PART 2 - PRODUCTS

2.1 – GENERAL REQUIREMENT

A. All batt, blanket, and fill materials specified in this Section shall conform to the requirements of ASTM E84 as follows:

1. Where exposed as installed in rooms or spaces, including attics, and crawl spaces, shall have a flame spread rating of 25 or less and a smoke-developed rating of 450 or less.

2. Where concealed as installed shall have a flame spread of 75 or less and a smoke-developed rating of 450 or less.

2.2 – MATERIALS

A. Thermal insulation for all replacement exterior wall insulation: "EcoTouch Pink Fiberglass" insulation, kraft-faced, R-15, as manufactured by Owens Corning.

PART 3 - EXECUTION

3.1 - INSTALLATION

A. Install batt insulation between studs of all replacement construction to form an unbroken blanket. Fit insulation tightly around and behind obstructions. Install tightly edge to edge.

1. Where there is plumbing in exterior walls, install insulation only on the cold side of the piping; do not install insulation on the warm side of the piping.

END OF SECTION 07200

SECTION 07300 – ASPHALT SHINGLE ROOFING SYSTEM

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - SCOPE OF WORK

A. Provide all materials, labor, equipment, and services necessary to furnish, deliver and install asphalt shingle roofing and related work as required by the Drawings and/or herein specified, generally as follows:

1. Complete removal and replacement of existing roofing system and all accessories down to existing plywood sheathing at all buildings.

2. Installation of new architectural asphalt shingle roofing system, including new shingle underlayment, ice & water membrane flashing, new roof vent/exhaust caps, pipe vent boots, ridge vents and all aluminum flashing and step flashings.

3. Replacement of roof drip edges.

4. Replacement of wood rake and fascia.

5. Increase attic insulation at all apartment buildings.

6. Replacement of existing soffit panels. At Apartment buildings, replace existing soffit vents + cut new vent slot openings in existing plywood and install new rigid strip venting. Increase venting at all apartment buildings.

7. Replacement of all gutters, downspouts, and splash blocks.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Section 07630 – Gutters and Downspouts (gutters, downspouts, splashblocks, gutter covers).
B. Section 07900 – Sealants.

1.4 - REFERENCES

A. The National Roofing Contractors Association Roofing and Waterproofing Manual,

"Steep Roofing" section, is hereby incorporated by reference. Contractor shall be familiar with this reference, and a copy shall be on the job.

B. Follow roof shingle manufacturer's recommendations unless they are less stringent than these specifications. If roof shingle manufacturer's recommendations prohibit parts of these Specifications, notify Architect.

1.5 - SUBMITTALS

A. Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections especially the Section 01400-Submittals section. If an item is installed without this written approval the contractor will remove it and replace it with an acceptable item at their own expense and without any additional time.

B. Provide shop drawings, data and selection choices for all items listed in Part-2 Products of this specification. Submittals are required for all items listed under Part-2, Products of this specification which includes, but is not limited to the following:
1. Asphalt Shingles.
2. Roofing Felt.
3. Starter Strip Shingles
4. Ice & Water membrane.
5. Ridge Roof Vent.
6. Roof Cement.
7. Roofing Nails.
8. Drip Edges.
9. Step Flashing.
10. Aluminum Flashing.
11. Vent Pipe Boots.
12. Exhaust/vent hood caps.
13. Sample of Warranty applicable to this project.

C. Samples: Submit physical samples of the following:
1. Asphalt shingle sample board.

D. Certificate: Submit manufacturer's certification that roofing system specified in this section will meet or exceed the requirements within this section.

E. Manufacturer's Literature: Material description and recommended installation procedures for each one of the products listed within this section.

1.6 - DELIVERY, STORAGE & HANDLING

A. Deliver materials with manufacturer's labels intact and legible.

B. Deliver materials in sealed packages with Underwriters Laboratories, Inc. labels.

C. Store materials on raised platforms and protect with coverings at outdoor locations.

D. Do not stack bundles of shingles more than four (4) high.

E. Store rolled goods on end.

1.7 - WARRANTY – ASPHALT SHINGLE SYSTEM

A. Manufacturer Defect Coverage: The asphalt roof shingle shall be guaranteed against manufacturer's defects for a period of 50 years non-prorated minimum by the manufacturer.

B. Wind Warranty Coverage: Manufacturer's term coverage of 15 years minimum for 130 mph.

C. Algae Warranty Coverage: Manufacture's term coverage of 25 years minimum stain free.

B. Warranty items to include, but not be limited to, base sheets, inter ply layers and cap sheets with appropriate roof coatings and asphalt material between layers when required per manufacturer's installation requirements.

C. The Contractor shall provide to the Owner a ten (10) year (NDL) "No Dollar Limit" for labor and materials. Period of guarantee is from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 - ASPHALT ROOF SHINGLES

A. Architectural Asphalt Shingles:
Self-sealing "Architectural" composite style fiberglass shingles, UL Class "A", Standard Weight: Mineral-surfaced, self-sealing, architectural laminated, fiberglass strip shingles complying with ASTM D 3018, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label, meeting CT Building Code "Basic Wind Speed" chart requirements or better, with thirty (30) year warranty. Color, texture, and style as selected.

B. Single Source: All shingle, underlayment and ice/water shield membrane materials are to be from a single manufacturer.

C. Basis of Design: "GAF Timberline HDZ" (algae resistant), weight minimum 240

pounds per square (100 square feet), color selected by architect. Subject to compliance with requirements of the Contract, equal products from one of the following manufacturers may also be acceptable:

1. Certainteed
2. Owens-Corning
3. Tamko

2.2 - ACCESSORY MATERIALS

A. Shingle Underlayment: Manufacturer's recommended fiberglass-reinforced asphalt-saturated roofing felt underlayment conforming to the requirements of ASTM D226, Type 1, or ASTM D4869, Type 1, and manufactured for use as fiberglass-asphalt shingle underlayment.
   1. Manufacturer: "GAF High Traction Synthetic Roof Felt" or equivalent by manufacturer roof shingles provided.

B. Ice & Water Membrane Flashing: Install at all eaves, valleys, sidewalls and roof penetrations: Install in accordance with the latest version of the Asphalt Roofing Manufacturer's Association (ARMA) "Residential Asphalt Roofing Manual", and the Connecticut State Building Code. Lap per manufacturer's instructions. Penetrations to have minimum 36" square membrane centered on penetration where possible. Extend up sidewalls minimum 8"
   1. Manufacturer: "GAF Weather Watch Mineral Surfaced Leak-Barrier or equivalent by manufacturer of roof shingles provided.

C. Eave/Rake Starter Strip: Install roof shingle manufacture's standard strips at all locations to meet warranty requirements minimum and wherever noted on drawings.

D. Ridge Vent: Shingle-over Design.
   1. Manufacturer: "GAF Cora Exhaust Vent for Roof Ridge" or equivalent by manufacturer of roof shingles provided.

E. Roof Cement: Trowel grade consistency plastic roof cement. Complying with ASTM D 4586.
   1. Manufacturer: "GAF Matrix 203" or equivalent by manufacturer of roof shingles provided.

F. Nails: Fasten shingles with 11 gauge barbed electro-galvanized nails with 3/8" diameter heads of sufficient depth to penetrate decking 3/4". Complying with ASTM F1667-03. Install six (6) nails per shingle.

G. Aluminum Drip Edge at Rakes & Fascia: Style F-5 (3" wide x 3/4" deep fascia with 3/4" projection and 1/4" lip); minimum .024" thick pre-finished aluminum.
   1. Manufacture: "Berger Building Products" or approved equal. Furnish in 8' or

10' lengths. Color chosen by Architect.

H. Step Flashing: Install 4"x4"x8", 26 ga. (.016" thick), galvanized steel step flashing where needed. Replace all existing wherever encountered. Lap pieces 2" and set in roof cement.
   1. Manufacturer: "Gilbraltar Co." or equal. Exposed flashing will have a color to be chosen by Architect.

I. Aluminum Flashing: Install .024" minimum thick aluminum. Lap pieces 2" and set in roof cement. Color chosen by Architect.
   1. Manufacturer: "Berger Building Products" or equal. Exposed flashing will have a color to be chosen by Architect.

J. Vent Pipe Boots: Replace all existing vent pipe boot flashings with new integral boots featuring a leak proof self-sealing elastomeric collar, stamped aluminum base.
   1. Manufacturer: IPS Roofing Products or equal.

K. Bathroom Exhaust Fan Caps: Replace all existing roof mounted exhaust vent caps with new. Provide and install to match (field verify unit and duct sizes). Reconnect to existing duct.
   1. Manufacturer: "Broan-NuTone LLC", model 634 LLC or equal

L. Auxiliary Products: Provide and install all accessories for flashing miscellaneous roof penetrations and other materials mounted to roof. Such products shall be manufactured by the shingle manufacturer or recommended by them and compatible with the shingle manufacturer's warranty.

PART 3 - EXECUTION

3.1 - PREPARATION

A. Assure the surfaces to which shingles are to be applied are uniform, smooth, sound, clear, dry and free of irregularities. Do not start shingle installation until all unsatisfactory conditions are corrected. The installation of shingles shall represent the acceptance of existing conditions by the installer.

B. When the outside temperature is expected to be 40 degrees or below, the shingles shall be warmed sufficiently to prevent cracking. All cracked or damaged shingles shall be discarded as debris.

3.2 - DEMOLITION

A. Where specifically shown on the Drawings, remove existing layer(s) of asphalt shingle,

wood shake starter course, underlayment, metal drip and rake edges, etc., down to the existing sheathing. Avoid damage to the existing sheathing. Replace any loose or missing nails.

B. Protect the public, the building, and the landscaping from damage from materials removed from the roof. Use plywood chutes or other approved method.

C. All demolition materials shall be legally disposed of off-site, at the Contractor's expense including all disposal fees and permits.

D. Inspect all existing sheathing, fascias, soffits and framing for damage (rotting, delaminating, structural impairments) and notify the Architect in writing.

3.3 - INSTALLATION

A. Coordinate shingle installation work with flashings.

B. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

C. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with self-sealing strip face up at roof edge.

1. Extend asphalt shingles to edge of metal drip edge.
2. Install starter strip along rake edge.

D. Apply materials generally in the following order:

1. Apply eave flashings. At bottom edge turn eave flashing material over and down wall to the bottom of the gutter or to the bottom of the metal drip or fascia. Install eave flashings to extend from the eaves up the roof slope to a point 24" or more inside and above the projected interior plane of the exterior wall of the building, measured on the slope or to a dimension shown on drawings, <u>whichever is greater</u>. At dormers valleys. Apply eave flashing material up valleys, 33" to both side of valleys. If roof slope is less than 6:12, extend eave flashing material 48" to both sides of valleys. Lap flashing 6", and seal laps.

2. Apply metal fascia or metal eave drips.

3. Apply underlayment over all roof surfaces, including over eave and valley flashings down to the edge. Lap joints 12", the upper over the lower. Apply patches where underlayment is cut, broken, or fitted around penetrations.

Tape patches and all penetration and edge joints.

4. At valleys, weave underlayment as instructed by manufacturer, for "closed-cut" valleys place one ply of Ice & Water Membrane Flashing minimum 36 inches wide, centered over valleys, lap joints 6" minimum. Follow instructions of shingle and waterproofing membrane manufacturer.

5. At intersections between sloped roof and walls, install metal step flashing as recommended by SMACNA. Install Ice & Water Membrane Flashing extending 18" vertically and 18" horizontally. In addition to metal step flashings. Temporarily remove as needed vinyl siding to allow for flashing installations then reinstall siding materials.

6. At eaves for which gutters are indicated, install gutter hangers. Install gutter hangers before installing shingles, so that hangers are under shingles. Install gutter hangers so that gutter will slope downward toward drains. If slope toward drains is not possible, notify Architect and modify installation as directed.

7. Install shingles as recommended by manufacturer. Start coursing at drip edge with manufacturer's starter shingles. All shingles to have minimum of six nails per shingle, note that the use of staples will not be allowed. If the temperature and season at the time of installation are not such that self-sealing shingles will bond, warm them with hot air gun and press them to adhere self-sealing material, or apply mastic and press shingles into it to adhere them.

8. At ridges install ventilators as shown on the Drawings. Install asphalt ridge cap shingles over top of ventilators.

9. Make all shingles, including lowest courses and rake shingles, tight to the wind.

10. Follow manufacturer's instructions for installation of starter shingles to ensure that there are self-sealing strips under the butts of the lowest courses of shingles. This may require removing tabs from shingles. In addition to following manufacturer's and reference recommendations, set lowest two courses of shingles with full bed of roof cement between all layers.

11. In addition to following manufacturer's and reference recommendations, set rake shingles with full bed of roof cement between all layers, 12" wide.

12. If the shingles are not effectively self-sealed within 1 month of installation provide a bed of roof cement or "Blackjack" asphalt sealant to hold them.

13. Flatten all shingles which do not naturally lie flat, and cement them in place. Note that fiberglass shingles do not always flatten by themselves.

3.4 - EXTRA STOCK

A. Asphalt Shingles: at the conclusion of the Work, the Contractor shall provide the Owner with a minimum of 2% of asphalt shingle used or minimum one (1) square (100 square feet), whichever is greater. Provide in unopened clearly labeled bundles.

B. Aluminum Trim Coil: Provide one (1) 50 ft. coil of color and thickness used.

END OF SECTION 07300

SECTION 07460 - VINYL SIDING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - WORK INCLUDED

A. Furnish and install new vinyl siding, including soffits and all accessories as shown on the Drawings.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Sheathing Wrap is specified in Section 07150.

B. Insulation is specified in Section 07200.

C. Gutters and downspouts are specified in Section 07630.

1.4 - SUBMITTALS

A. Submit manufacturer's full range of colors (standard and premium) for Owner's color selections.

1.5 - WARRANTY

A. Provide a 50-year non-prorated warranty of material quality and color stability from selected manufacturer.

PART 2 - PRODUCTS

2.1 - ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the requirements of the Contract, provide "Carvedwood 44" as manufactured by Mastic. **No substitutions will be entertained.**

1. Colors: One (1) color will be selected for each individual building. Up to three (3) different colors will be selected.

2.2 - SIDING MATERIALS

A. Solid vinyl siding, soffit, and accessories are extruded Poly Vinyl Chloride compound as defined in ASTM D3670, "Standard Specification for PVC Siding".

1. All vinyl siding material shall have a flame spread rating of 20 or less.

B. Horizontal siding panels shall be: Double-Four, 12'-0" length, 8" exposure. Provide weep holes in the shadow leg of the bottom panel, thus allowing the wall to "breathe" and also permit condensation and water vapor to escape from the wall.

C. Soffit panels: Provide corrugated PVC soffit panels, perforated (ventilated) and non-perforated, where indicated on the Drawings. Provide panels from same manufacturer as horizontal siding. Color: match siding.

D. Finish - Vinyl Siding shall be produced from PVC Compound containing quality color pigments to provide color throughout thickness of siding. Close control of color and gloss shall be maintained to provide for an attractive, weatherable surface.

2.3 - SIDING ACCESSORIES

A. Provide standard or custom accessory and trim shapes as shown on the Drawings or as required.

1. All accessories used with vinyl siding shall be produced from the same quality PVC compound as used for siding, by the same manufacturer.

B. Gable End Vents: As manufactured by Ridgewood. Size to match existing. Color: White.

C. Shutters: Louver design by Girardin Moulding, Inc., Windsor Locks, CT or approved equal. Size: match existing. Color: Black.

2.4 - FAN-FOLD INSULATION

A. Polystyrene insulation, "Propink" fanfold insulation and related assembly components, as manufactured by Owens-Corning. Comparable products meeting the following performance characteristics may also be acceptable.

1. R-Value: 1.5

2. Water absorbsion: 0.50%

3. Water permeance(perm): 0.75

2.5 - MAILBOXES

A. Product: Traditional Mailbox 4610, as manufactured by Salsbury.

1. Mounting: Mount box on new PVC mounting block at each unit front door; coordinate exact location in field with Owner.

2.6 - HOUSE NUMBERS

A. Product: Prefinished (black) 3" high aluminum house numbers by Ives Hardware or approved equal.

1. Mounting: Numbers are required at each unit front door, coordinate exact location in field with Owner.

2.7 – COLUMN COVERS

.A. Column covers: Premanufactured 2-piece PVC column covers sized to fit existing columns/posts. Color: white.

PART 3 - EXECUTION

3.1 - PREPARATION

A. Before starting work, verify governing dimensions at building. Examine, clean, and repair, if necessary, any adjoining work on which this work in anyway is dependant for its proper installation.

B. Carefully remove existing gutters and leaders from existing buildings.

C. Install fan-fold insulation directly over sheathing wrap in accordance with the manufacturer's printed installation instructions.

3.2 - INSTALLATION

A. Install vinyl siding in accordance with the requirements and recommendations of "Rigid Vinyl Siding Application", published by the Society for the Plastics Industry, and manufacturer's printed installation instructions.

B. Arrange all existing exterior cable/dish TV to be located directly underneath the new vinyl siding.

C. Install other accessories such as mailboxes and house numbers in accordance with the selected manufacturer's printed installation instructions.

END OF SECTION 07460

SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Gutters & leaders are specified in Section 07630.

B. Sealants are specified in Section 07900.

PART 2 - PRODUCTS

2.1 - FLASHING MATERIALS

A. For use in Contact with Concrete or Concrete Masonry Units: Galvanized sheet metal. Thickness: 24 gauge.

B. For all other uses: Aluminum, .027" thick.

2.2 - ACCESSORIES

A. Fasteners: Use broad-head deformed shank roofing nails for nailing, and use screws, pop-rivets, and other fasteners where appropriate. Use double galvanized or stainless-steel fasteners to fasten galvanized steel. Use double galvanized or aluminum fasteners to fasten aluminum. Use of improper fasteners shall be cause for rejection of the work.

B. Solder: ASTM B32, of grade recommended for metal being specified.

C. Sealant: See Section 07900.

PART 3 - EXECUTION

3.1 - INSTALLATION, GENERAL

A. Unless shown otherwise, installation of sheet metal work shall conform to the recommendations of "Roofing and Waterproofing Manual", published by the National Roofing Contractors Association (NRCA), and "Architectural Sheet Metal Manual", published by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

B. Wherever metal comes in contact with dissimilar metals, insulation shall be provided between same consisting of a layer of 15 lb. saturated roofing felt bonded in mastic, or the surfaces in contact shall be given a coat of bituminous base paint.

END OF SECTION 07600

SECTION 07630 - GUTTERS AND LEADERS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Vinyl siding is specified in Section 07460.

B. Flashing and sheet metal are specified in Section 07600.

1.3 - REFERENCES

A. Unless shown otherwise, standard details shall conform to the recommendations of "Architectural Sheet Metal Manual", published by Sheet Metal and Air Conditioning Contractors' National Association, Inc.

PART 2 - PRODUCTS

2.1 – GUTTERS

A. Gutters shall be an “OGEE” or “K” style gutter fabricated from 0.032” thick aluminum. Finish shall be baked on enamel. Color shall be white.

B. All miscellaneous items shall be the manufacturer’s standard including end caps, corners, fasteners, gutter straps, and hidden support brackets.

2.2 – LEADERS

A. Leaders shall be a rectangular, corrugated leaders fabricated from 0.032” thick aluminum. Finish shall be baked on enamel. Color shall be white.

PART 3 - EXECUTION

3.1 - GENERAL REQUIREMENTS

A. All metal work shall be fabricated and installed in accordance with details shown on the Drawings unless otherwise recommended by the gutter and leader manufacturers. Details shown on the Drawings shall be considered typical and shall apply for all similar conditions or features where not otherwise shown. Where details are not shown and typical details do not apply, details of the work shall comply with reference standard stated in 1.3 above.

B. Adequate provisions shall be made in all metal work to compensate for thermal expansion and contraction. Provide expansion joints where required as directed by the material's manufacturer.

C. Wherever metal comes in contact with dissimilar metals, insulation shall be provided between same consisting of a layer of 15 lb. saturated roofing felt bonded in mastic, or the surfaces in contact shall be given a coat of bituminous base paint or elastic cement.

D. Surfaces upon which metal will be applied shall be made smooth, free from projections and depressions, and surface irregularities.

E. All fasteners proposed shall be corrosion and rust resistant and electrolytically compatible with material being fastened.

3.2 – INSTALLATION

A. Install gutters at all roof eaves and elsewhere as indicated. Slope all gutters not less than 1/16" per foot toward downspouts locations. Place gutter to allow snow and ice to slide clear; vary with roof pitch. Install gutters with adjustable hangers fastened directly to the roof sheathing under the shingles. Typical spacing to be 3'-0" o.c., maximum. Reduce spacing to 2'-0" o.c. maximum on north exposure and other areas where ice and snow may accumulate. In all instances, hangers shall be uniformly spaced.

B. Secure leaders plumb by use of matching strap anchors. Fasten strip anchors using corrosion resistant machine driven screws of sufficient length to fully penetrate exterior sheathing. Secure at top, bottom, and at a maximum spacing of 8'-0" o.c. or minimum of two anchors per piece. Provide eave offsets and drainage shoes where required.

C. Provide expansion joints at 40'-0" maximum. At expansion joints, provide concealed joint covers. Prior to installing joint covers, provide a bead of caulking on each side of the expansion joint.

D. All work shall be installed so that it is water-tight and free from visible waves, buckles, cracks, tool marks, dirt, stain and other defects of materials and workmanship which would affect its strength, durability and appearance.

END OF SECTION 07630

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SECTION 07900 - SEALANTS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - WORK INCLUDED

A. Caulk all openings in exterior walls, including doors, windows, mechanical openings, and control joints and elsewhere as shown. Caulk both inside and outside.

B. The required interior applications of sealant work include, but are not necessarily limited to the following general locations:

1. Sound sealed and waterproof joints.
2. Joints between wood frames or wood trim and other finished surfaces.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Finish Carpentry is specified in Section 06200.

B. Vinyl Replacement Windows are specified in Section 08550.

1.4 - SUBMITTALS

A. Submit manufacturer's color charts for color selection.

1.5 - DELIVERY, STORAGE AND HANDLING

A. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

1.6 - PROJECT/SITE CONDITIONS

A. Apply sealants only to dry surfaces.

B. Do not apply sealants when temperature is below 40 degrees F. or less than 46 degrees F. and falling.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. General Exterior sealant: 1-Part type silicone joint sealant complying with Federal Specification TT-S-001543A, Dow Corning 790 Silicone Building Sealant. Equal products by Pecora or General Electric are also acceptable. Color: As selected by the Owner's Representative.

B. Sealant for use in filling interior cracks at door and window trim, countertops, wood base, etc.: Acrylic Latex Caulk (ASTM C384) suitable for painting. Color: white.

C. Joint Backing: Rod stock compatible with sealant being used, size as required.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Prior to application of sealants, the Contractor shall examine the surfaces of the work to which sealants will be applied. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 - PREPARATION

A. Bonding surfaces on both new and remedial jobs must be clean, dust and frost free. Solvent wipe the surfaces using a clean oil-free rag saturated with solvent compatible with surface being cleaned, as recommended by sealant manufacturer. Do not flood surfaces with more solvent than necessary.

B. Do not clean surfaces with soap, detergent or any water-based cleaner. Make sure that apparently clean surfaces are not covered with a thin film of construction dust.

3.3 - APPLICATION

A. Apply joint backing to joints open in back or over 1/2" deep. Compress backing so as to form a firm stop which will resist sealant pressure.

B. Sealants shall be installed with either a hand operated or air-operated caulking gun with sufficient pressure to completely fill voids and joints solidly. Extreme care shall be taken to prevent smearing onto adjacent surfaces. Material shall be heated as recommended by the manufacturer. Joints shall have a neat, uniform, slightly concave appearance.

C. All sealant work shall strictly conform to the sealant manufacturer's technical instructions for surface preparation and application procedures to accomplish a weathertight seal.

D. Tool joints within 10 minutes of application. If masking tape is used, remove tape before a surface skin begins to form.

E. After applying the sealant and after a "skin" has formed, do not disturb the joint for 48 hours.

3.4 - REMEDIAL WORK AND LIMITATIONS

A. Should sealant not completely fill or fully adhere to intended surfaces on first pass, remove bead and reapply. Do not apply successive beads to fill opening or obtain adhesion.

B. If cleaning solvents stain, abrade, or otherwise damage adjacent materials or surfaces, all repair, replacement, etc. shall be performed at no additional cost.

3.5 - CLEAN UP

A. Completely remove excesses, spillage, "tails", and properly dispose of same; use solvents

recommended by manufacturer of sealant being applied.

B. Select solvents that are compatible with surfaces being cleaned.

END OF SECTION 07900

SECTION 08100 – FIBERGLASS DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 SCOPE OF WORK

A. Provide and install factory finished, EnergyStar listed fiberglass doors for all apartment exterior doors and/or as noted on plans. Replace complete door frame and threshold.

1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Section 06100 - Rough Carpentry
B. Section 07900 - Sealants
C. Section 08710 - Finish Hardware
D. Section 09900 - Painting

1.4 REFERENCES

A. American Society for Testing and Materials (ASTM):
1. ASTM E 90 – Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
2. ASTM E 283 – Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Difference Across the Specimen.
3. ASTM E 330 – Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
4. ASTM E 331 – Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
5. ASTM E 413 – Classification for Rating Sound Insulation (STC).
6. ASTM E 547 – Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Cyclic Static Air Pressure Difference.
7. ASTM E 1300 – Standard Practice for Determining Load Resistance of Glass in Buildings.
8. ASTM E 1332 – Standard Classification for Determination of Outdoor-Indoor Transmission Class.

9. ASTM E 1886 – Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missiles and Exposed to Cyclic Pressure Differentials.
10. ASTM E 1996 – Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.
11. ASTM E 2235 – Standard Test Method for Determination of Decay Rates for Use in Sound Insulation Test Methods.

B. Environmental Protection Agency and Department of Energy:
   1. Energy Star Program Requirements Product Specification for Residential Windows, Doors, and Skylights.

C. Code of Federal Regulations:
   1. CFR 1201 Part 2 – Safety Standard for Architectural Glazing Materials.

D. Florida High Velocity Hurricane Zone (HVHZ) Testing Application Standards:
   1. TAS 201 – Impact Test Procedures.
   2. TAS 202 – Criteria for Testing Impact and Non-Impact Resistant Building Envelope Components Using Uniform Static Air Pressure.
   3. TAS 203 – Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.

E. National Accreditation & Management Institute (NAMI)

F. National Fenestration Rating Council
   1. NFRC 100 – Procedure for Determining Fenestration Product U-Factors.
   2. NFRC 200 – Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance (VT) at Normal Incidence.
   3. NFRC 400 – Procedure for Determining Fenestration Product Air Leakage.

G. National Fire Protection Association
   1. NFPA 252 – Standard Methods of Fire Tests of Door Assemblies

H. Underwriters Laboratory
   1. UL 10B – Standard for Fire Testing Door Assemblies.
   2. UL 10C – Standard for Positive Pressure Fire Tests of Door Assemblies.

1.5 SUBMITTALS

A. Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections especially the Section 01400-Submittals section.

B. Provide shop drawings, data and selection choices for all items listed in Part-2 Products of this specification. No item installed will be accepted without written approval of the Architect only, no verbal approval will be acceptable. If an item is installed without this written approval the contractor will remove it and replace it with an acceptable item at their own expense and without any additional time.

C. Shop Drawings: Submit manufacturer's shop drawings, indicating dimensions, construction, component connections, anchorage methods and locations, accessories, hardware locations, and installation details.
   1. Submit manufacturer's standard physical color samples to Architect for selection.
   2. Submit sample warranty for type of door system and finish.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum ten (10) years production.

B. Installer Qualifications: Minimum two (2) years' experience on projects of similar size and acceptable to window manufacturer.

C. Source Limitations: Obtain window units from one manufacturer through a single source.

D. U-values and SGHC-values:
   1. All doors must be Energy Star qualified.
   2. Opaque Doors: U value of 0.17 maximum, (R-5.88).
   3. Less than Half Lite: U value of 0.25 maximum, (R-4). SHGC value of 0.25 max.
   4. Greater than Half Lite: U value of 0.30 maximum, (R-3.33). SHGC value of 0.30 maximum.

1.7 WARRANTY

A. Pre-Colored Factory-Finished Fiberglass Doors
   1. 10-year limited warranty.
   2. 2-year limited warranty on unfinished jambs and brickmold.

B. Pre-Stained Wood Grain Factory-Finished Fiberglass Doors
   1. 2-year limited warranty.
   2. 2-year limited warranty on unfinished jambs and brickmold.

C. Smooth Surface Fiberglass Doors
   1. Lifetime limited warranty on all materials, including door slab, sidelite slab,
   2. Lifetime limited warranty on clear insulated glass warranty against seal failure

3. Lifetime limited warranty on primed jambs and brickmold.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design:
Therma-Tru Corp.
1750 Indian Wood Circle
Maumee, OH 43537

2.2 FIBERGLASS ENTRY DOORS

A. Fiberglass Entry Doors: Provide and install complete entry systems which includes, but not limited to door, frame, hinges, sill pan, membrane flashing, weather stripping, threshold and other components required for a complete installation.

1. Pre-hung insulated fiberglass doors: "Smooth Star Door System" as manufactured by Therma-Tru Doors or approved equal.

1. Front Living Room Door (FG-1): Model # S296
2. Rear Bedroom Door (FG-2): Model # S210

B. Additional Doors Manufacturers: Others meeting the minimum specifications will be acceptable include, but is not limited to the following:
1. Jeld-Wen
2. ProVia
3. Pella

C. Frames for Fiberglass Doors: Provided and install door manufacturer's standard aluminum clad wood composite frame and components at all applications.

D. Thresholds: Provide and install door sills as part of door assembly. Contractor required to provide and install any Sill Extenders from manufacturer as needed per field conditions.

1. Non-Handicapped Unit doors: Therma-Tru "Composite Adjustable Sill".
2. Community Building doors and Handicapped Unit doors: Therma-Tru "Public Access Sill with Thermal Break".
3. Aluminum Finish: Mill
4. Wood-Grained composite cap: Standard "Lightwood" economy series.

2.3 SILL PAN

A. All exterior doors to have sill pan system, installed per manufacturer instructions for given application. Provide pan available from door manufacturer or a pan recommended by the door manufacturer. If none is recommended provide one by the following companies.
   1. Acceptable Manufacturers: Include but are not limited to the following:
      1. Jamsill Guard, Talent, Oregon. Website: www.jamsill.com
      2. Sure-Sill, Austin, Texas. Website: www.suresill.com

2.3 GLAZING

   1. Therma-Tru factory glazed clear-tempered Energy Star rated glass.
      a. Divided Lites: Factory installed contour style Grilles-Between-Glass (GBG).

2.4 ACCESSORIES

A. Weatherstripping: Therma-Tru compressible removable type. Color: Stone.

B. Door Bottom: Therma-Tru "Kerf-Applied, Dual-fin, Dual-bulb" sweep. Color: Stone

C. Corner Pads: Therma-Tru "Classic-Craft 7" pads. Color: Stone

D. Door Rain Deflector: Therma-Tru "Rain Deflector". Color: Stone.

2.5 HARDWARE

A. Locksets and/or Deadbolt: All fiberglass and steel doors are to be factory prepared for installation of hardware and accessories as noted in the Hardware Schedule on the drawings.

B. Hinges: 5-knuckle, ball bearing mortised 4" x 4" x 0.098 inch thick, self-aligning with non-removable pin.
   1. Furnished by the door manufacturer.
   2. Finish: Stainless Steel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive doors. Notify Architect in writing any unacceptable conditions that would adversely affect installation or subsequent performance of the product. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Install doors and frames in full compliance with manufacturer written instructions and approved shop drawings.

B. Anchor work securely to adjacent construction, adjust as required. Maintain alignment and compatibility with adjacent work.

3.3 FINISH

A. All finishes are to be done at factory. All doors to be delivered to the site installation ready with only touch-up and repair to be done.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products prior to Substantial Completion in accordance with manufacturer's written recommendations.

END OF SECTION 08100

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SECTION 08120 – ALUMINUM STORM DOORS

PART 1 - GENERAL

1.1 – RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 – RELATED WORK SPECIFIED ELSEWHERE

A. Vinyl Siding is specified in Section 07460.

1.3 – WORK INCLUDED

A. Furnish and install combination storm/screen doors for exterior unit doors as shown on the Drawings and specified herein.

1.4 – DELIVERY, STORAGE AND HANDLING

A. Deliver storm door to project site in undamaged condition.

B. Store storm doors out of contact with ground.

C. Keep storm doors under weathertight covering and protect against damage.

PART 2 - PRODUCTS

2.1- ACCEPTABLE PRODUCTS

A. Provide self-storing prefinished combination aluminum storm/screen door, as manufactured by Larson.

1. Model: # 146.
2. Color: white.

PART 3 - EXECUTION

3.1 – INSPECTION

A. Verify that the surfaces to receive storm doors are clean and free of debris.

B. Do not proceed with installation until conditions are satisfactory.

3.2 - INSTALLATION

A. The installer shall securely fasten door in place to a straight, plumb and level condition, without distortion of the door or door frame, and shall make final adjustments for proper operation and satisfactory weatherstrip contact and seal in accordance with the manufacturer's instructions.

3.3 – ADJUSTMENT AND CLEANING

A. Make final adjustments for operation of sash in accordance with manufacturer's instructions.

B. After installation, clean exposed surfaces to remove foreign matter and surface blemishes.

END OF SECTION 08120

SECTION 08550 - VINYL WINDOWS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1-2 - WORK INCLUDED

A. Provide insulating glass, double hung vinyl windows, complete with screens, in the sizes and locations shown on the Drawings.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Rough Framing is specified in Section 06100.

B. Vinyl Siding is specified in Section 07460.

C. Sealants are specified in Section 07900.

1.4 – QUALITY ASSURANCE

A. Windows/window performance shall comply with the requirements of the 2021 International Energy Conservation Code as published by the International Code Council and amended by the State of Connecticut.

PART 2 – PRODUCTS

2.1 – VINYL REPLACEMENT WINDOWS

A. Double Hung Windows: Where shown on the Drawings, provide "Slimline" series vinyl double hung windows as manufactured by Harvey Building Products.

B. Features and Accessories:

1. Color: White.

2. Glazing: Provide low-E with argon gas insulating glazing for all sash.

3. Screens: Provide one (1) half size fiber mesh screen for each window.

4. Provide loose jamb extensions for each window, 3" size for field fit.

5. Interior: Manufacturer's standard finish. Color: white.

6. Interior hardware: Double locks and sash limit devices. Color: white.

7. Provide manufacturer's standard extension sills & headers, panning systems, etc. and any other accessories required to complete the installation. Color to match windows.

8. Windows must meet or exceed "Energy Star" requirements.

9. Provide tempered glazing units where required by the Connecticut State Building Code.

PART 3 - EXECUTION

3.1 - INSTALLATION

A. Install windows in accordance with manufacturer's recommendations and instructions.

B. As required for water tightness, provide and install continuous vinyl sections of profiles required to accomplish a watertight closure condition. Seal all joints with sealant. Color to match windows.

C. Adjust sash for tight closure and easy operation.

END OF SECTION 08550

SECTION 09250 - GYPSUM WALLBOARD

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this Section.

1.2 – WORK INCLUDED

A. Work of this section shall include all gypsum wallboard repair and replacement to be performed on a unit price basis.

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Rough framing is specified in Section 06100.

B. Painting is specified in Section 09900.

PART 2 - PRODUCTS

2.1 - ACCEPTABLE MANUFACTURERS

A. In general, specified products and systems are by U.S. Gypsum Co. Equivalent products and systems by National Gypsum Co., & Celotex Corp. are also acceptable.

2.2 - MATERIALS

A. Gypsum Board: ASTM C36-78, tapered edge and square edge gypsum board. Use water-resistant gypsum board in bathrooms. Use fire rated gypsum board at unit separation walls. Board thickness shall match existing, or as otherwise shown on the Drawings.

B. Edge & corner beads, and other required accessories:

1. Corner beads: Paper covered metal type, equal to USG "Bead-X".

2. Casings: Vinyl concealed type typically, equal to U.S.G. P-1, abutting windows or at intersections of gypsum wallboard to dissimilar materials. No casings shall be exposed. Metal type may be used at locations not subject to wetness or condensation.

C. Drywall screws:

1. For fastening gypsum board only to wood studs, use type S bugle head screws with rust resistant finish meeting ASTM C1002 in length recommended by manufacturer. Use galvanized screws with WR-GWB.

2. For fastening gypsum wall board and any combination of cement board or plywood to wood studs, use type S-12 bugle head screws. Use galvanized screws with WR-GWB.

D. Tape, compound and other required products:

1. Standard products by manufacturer of gypsum board.

E. Acoustical Sealant: Butyl rubber base or water base acoustical sealant manufactured for the purpose by U.S. Gypsum Co. or approved equal.

F. Other Materials:

1. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor from the gypsum board manufacturer's list of recommended or acceptable products.

PART 3 - EXECUTION

3.1 - SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 - INSTALLATION

A. If U.S. Gypsum products are used, install gypsum drywall according to "Gypsum Drywall Construction Handbook", latest edition, published by U.S. Gypsum Company. Also, conform to the requirements of ASTM C840 and Gypsum Association GA-216-96, Application and Finishing of Gypsum Board. Also conform to the requirements and recommendations of Gypsum Association GA-600-97, Fire Resistance Design Manual, Sound Control, Gypsum Systems, including Section III, Requirements for Fire Protection, and Section IV, Sound Control. Also conform to gypsum drywall system manufacturer's standards. Note that these designs stipulate use of acoustical insulation for certain designs and acoustical sealant at perimeter of walls and penetrations through walls, for all sound-rated construction. If specified standards require control joints not shown on the Drawings, notify Owner's Representative and install control joints at locations selected by Owner's Representative. Do not use water resistant gypsum board on ceilings. Do not use nails at any time.

B. Make fire-rated partitions continuous from slab or from top of floor deck to bottom of floor or roof deck above.

C. Use tapered-edge gypsum board for finish surfaces; use square-edge for backing board. Fasten gypsum board to all studs as per manufacturer's recommendations.

D. Use casing beads at all butt transitions to dissimilar materials and/or as detailed on Drawings. Compound, tape and compound over bead. Feather out for smooth finish surface. Completely conceal bead.

E. Use acoustical sealant in gypsum board unit separation walls to seal all cut-outs and all intersections with adjoining walls, ceiling, and floors.

F. Finish fasteners and joints with drywall compound and tape. Apply at least 3 coats of compound over tape and heads of screws. Conform to the requirements of Gypsum Association Publications GA-214, Levels of Gypsum Board Finish, and GA-216-96, Application and Finishing of Gypsum Board. Unless specified otherwise, the level of gypsum board finish shall be Level 4.

3.3 - CLEANING UP

A. In addition to other requirements for cleaning, use necessary care to prevent tracking gypsum and joint finishing compound onto floor surfaces.

END OF SECTION 09250

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this Section.

1.2 - WORK INCLUDED

A. Paint all exposed previously painted interior surfaces (window stops, trim, stools, etc.) disturbed by the work of this Contract.

B. Paint all new interior surfaces of gypsum wallboard replaced or repaired on a unit price basis. Painting of all gypsum wallboard repair/replacement shall lap existing painted surfaces by a minimum of two feet. If the repair/replacement is within two feet of an adjacent wall, painting shall extend to the corner or wall breakpoint.

C. Scrape and repaint all existing exposed steel brick lintels with oil-based paint.

1.3 - DELIVERY, STORAGE & HANDLING

A. Deliver all products to job site in manufacturers' unopened containers with seals unbroken and labels intact.

B. Store products so as to minimize danger of fire and protect building surfaces from spills.

1.4 - PROJECT/SITE CONDITIONS

A. Do not paint when temperature of air or surfaces being painted is below 40 degrees F. Do not apply epoxy paint when temperature of air or surfaces being painted is below 60 degrees F. Do not paint when atmosphere is damp, and do not paint when surfaces are damp, unless paint manufacturer states that paint is intended for such use.

B. Do not paint unless lighting is adequate.

C. Provide ventilation during painting and drying periods.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. Use zero VOC products of the types specified in schedule.

1. If requested, submit formulations to Owner's Representative to demonstrate compliance with above requirements.

2. Deliver all materials to job site in unopened containers, bearing names of manufacturer and contents.

2.2 - COLORS

A. For interior surfaces, the Contractor shall match existing paint color and sheen using the Enfield Housing Authority's custom paint mix. Since it is expected that gypsum wallboard repair/replacement will be minimal, the EHA shall supply the finish paint at the Contractor's request. The Contractor shall be responsible for providing a compatible primer paint product.

B. Exterior brick lintels being repainted may be painted black or grey.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Examine all surfaces to receive paint.

1. If surfaces are not fit to receive paint; scrape, brush, or remove unsatisfactory materials by mechanical means, then clean and prepare surfaces for painting operation. Follow manufacturer's instructions concerning surface suitability.

B. The start of work on any surface shall constitute acceptance of the condition of that surface.

3.2 - PREPARATION

A. Broom-clean entire area before painting.

B. In general, clean surfaces to be painted.

C. Scrape away loose paint and remove rust from all existing metal brick lintels. Notify Architect if, after preparation, structural integrity of any brick lintels appears to be in question.

D. Sand and fill rough surfaces, which are not intended to be rough. Spackle interior holes and cracks. Putty fastener holes after applying prime coat.

E. Seal knots and pitch spots. Wash sap and pitch from surface, and apply Western Pine Association Formula WP-578 sealer or equivalent as recommended by selected manufacturer.

F. Protect adjacent surfaces and items. Remove or protect such items as electrical plates and hardware. After painting, reinstall items removed for protection.

G. On galvanized metal products scheduled to be painted, remove factory applied stabilizers using solvent, brush blasting or chemical treatment as required.

3.3 - APPLICATION

A. The specified number of coats of paint in the schedule is based on the assumption that quality of paint, opacity of pigments, and quality of workmanship will be good. If Contractor disputes scheduled systems, notify Owner's Representative in writing before starting work.

B. Use products as packaged, unless manufacturer specifically directs thinning or other alteration for proper application. Mix all products thoroughly before, and regularly during application.

C. Follow manufacturer's directions for millage thickness application and rate of coverage.

D. Apply paint evenly. Produce uniform surfaces. Avoid runs, sags, brush or roller marks, "holidays", differences in sheen or color, and other blemishes.

E. If specified number of coats is not sufficient to satisfy requirements specified in D. above, as adjudged by Architect, apply additional coats as required to do so.

F. Brush paint into cracks and seams. Cut straight, neat edges.

G. Do not allow paint to get on adjacent surfaces. Clean up spills and spatters as soon as

possible, and no later than end of same day.

H. Allow each coat to dry as recommended by manufacturer before applying following coat.

I. Between coats, trowel in place drywall compound to cover defects in surface and sand smooth to match adjacent surfaces. Reprime those areas.

J. At substantial completion, all newly painted surfaces shall be clean. If painted surfaces cannot be uniform, rectify condition by cleaning, or repaint them in accordance with 3.2 and 3.3 of this specification section.

3.4 - SCHEDULE

A. Paint <u>all</u> new exposed interior gypsum wallboard surfaces and any other existing interior surfaces disturbed by the work of this Contract.

B. Scrape and repaint all exterior metal brick lintels.

C. Schedule by surfaces. The following schedule is based on Sherwin Williams paint products.

1. Exterior Ferrous Metal:

Primer: 1 coat Sherwin Williams "Super Paint" Exterior Multi-Surface Primer & Sealer.

Finish: 2 coats Sherwin Williams "Super Paint" Exterior Satin Enamel.

2. Interior Gypsum Wallboard Surfaces:

   Primer: 1 coat Sherwin Williams "Super Paint" Drywall Primer & Sealer.

   Finish: 2 coats Sherwin Williams "Super Paint" Eggshell Latex Enamel in the Enfield Housing Authority's custom mix color.

3. Interior Wood Trim scheduled for opaque finish:

   Primer: 1 Coat Sherwin Williams "Super Paint" Drywall Primer & Sealer.

   Finish: 2 coats Sherwin Williams "Super Paint" Eggshell Latex Enamel in the Enfield Housing Authority's custom mix color.

4. Other Surfaces:

   Follow master specification of selected paint manufacturer for three (3) coat work in normal service area.

END OF SECTION 09900

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SECTION 16010 - GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections apply to work specified in this section.

1.2 SCOPE

The work covered by this section includes the materials, labor, methods, workmanship and general requirements that shall apply to the work covered by the other Sections of this Division which follow.

A. Contractor shall be responsible for all cutting and patching as required for their work, beyond the demolition shown on the architectural plans.

1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Cutting & Patching is specified in Section 01500.

B. Painting is specified in Section 09900.

1.4 DRAWINGS AND COORDINATION

A. Drawings accompanying these specifications show the general layout and much of the details, however, they do not show every fitting, offset, conduit, etc. and the Contractor is to furnish all fittings and offsets and other parts necessary to make this installation complete and left in good operating condition.

B. Drawings are based, in general, on the particular type and make of equipment named by the specifications, and therefore, wiring diagrams, etc. of various systems are not final subject to receipt of shop drawings of the system.

C. Conduits and accessories, the location and arrangement of which must be approved, shall not be installed until the equipment is approved, and the entire assembly coordinated.

D. Contractor shall install work as closely as possible to layout shown, but he shall make, without extra charge, any changes in the routing of conduit as necessary to meet job conditions and clear equipment and services of other trades shown on other drawings. Locations of services are approximate and subject to modifications required by conditions.

E. The right to make any reasonable changes in locations of conduit and equipment up to time of installation is reserved by the Owner's Representative without involving any additional expense to the Owner.

F. Methods of running conduit and making connections shall be in accordance with best practices, and in all cases satisfactory to the Owner's Representative.

G. Elevations shown are approximate and are for the Contractor's guidance. He must, however take his own measurements and be responsible for proper pitch and clearances.

1.5 EXAMINATION OF SITE

A. Before submitting his bid, the Contractor shall visit the site with plans and specifications in hand and shall become thoroughly familiar with all conditions under which his work will be installed, since he will be held responsible for any assumption he may make in regard thereto, particularly where fitting new work to existing construction.

1.6 COORDINATION OF TRADES

A. The Contractor shall become familiar with the work of all trades and shall coordinate the work in those areas where work of other trades are indicated. Work installed, making it impossible to install work of other trades because of lack of coordination is subject to removal, if required, at no additional cost to the Owner, such cost being fully borne by the Contractor making the improper installation including the cost of any cutting, patching or relocation of work by another Contractor. Coordinate all work with the other trades.

B. Bidders, during the period of figuring the job for submission of bid, shall secure a complete set of Plans and Specifications for the project so that he will have a clear and concise understanding about the work he has in relation with those trades.

1.7 METHODS AND PROCEDURES

A. The Contractor agrees to carry on the work in an orderly manner, and under the constant supervision of a competent foreman who shall be on the job at all times during the progress of the work.

B. Carefully examine all plans and specifications and check them against the conditions under which the work is to be done and the Contractor shall assume all responsibility thereof.

C. The Contractor is responsible for keeping himself advised of construction details which have been issued and are available to him. He shall plan and install his work in a manner adapted to the construction called for and satisfactory to the Owner's Representative.

D. The Contractor shall direct and supervise the progress of the work described and shall perform the work at the proper time so as not to unnecessarily delay any work being performed under another contract.

1.8 SUBSTITUTIONS

A. Whenever an item is described or indicated by a specific make, model or figure number, it is understood that comparable articles of other manufacturers may be acceptable, but only provided they are equal in the opinion of the Owner's Representative and acceptable to Owner, and formal written approval thereof is obtained. If specification lists no equal or equal manufacturers, all substitutions shall be limited to those names only.

1.9 SHOP DRAWINGS

A. Contractor shall submit for approval shop drawings of all equipment to be used in the installation in accordance with the General and Supplementary Conditions.

B. General bulletins or catalogs will not be accepted as shop drawings unless the equipment on which approval is to be obtained is specifically marked, and all information pertaining to the item including dimensions where required for installation is included.

1.10 RECORD DRAWINGS

A. Contractor is to keep an accurate record of any changes in locations, and conduit runs from those shown on the plans. Refer to the General Conditions for more complete instructions.

B. In addition, shop drawings for any equipment, including wiring or piping diagrams, which is not finally installed in accordance with the original submittals, shall be corrected and resubmitted for approval in the same manner as required for original submissions.

C. Contractor shall red line (2) clean sets of prints of all changes to the project at the end of the completed work and turn these sets over to the owner for final record.

1.11 CONTRACT STANDARDS

The following industry standards shall be considered as minimum requirements under this specification:

A. **2022 CT State Building Code:**
- 2021 International Building Code
- 2021 International Existing Building Code
- 2021 International Plumbing Code
- 2021 International Mechanical Code,
- 2021 International Energy Conservation Code
- 2021 International Residential Code
- 2020 NFPA 70 National Electrical Code
- All CT Code Amendments

B. **Connecticut Fire Safety Code:**
NFPA 101 National Fire Safety Code
Amendments to the CT Fire Safety Code

C. **Connecticut Boiler Code:**
CGS Chapter 540, Sections 29-232 through 29-244

1.12 MATERIALS

A. All equipment, materials, and workmanship, whether specifically described or shown, or whether implied, is to be new of latest model, first-quality, and grade satisfactory to the Owner's Representative. The Owner's Representative shall have the right to reject any part of the work in case equipment, material, or workmanship is not of satisfactory quality and the Contractor shall replace same with acceptable work at his own expense.

B. No damaged equipment or material shall be replaced by the Contractor and used in the installation without first obtaining written approval from the Owner's Representative.

1.13 MANUFACTURER'S INSTRUCTIONS AND CODES

A. In general, all equipment and conduit shall be installed in accordance with manufacturer's instructions and Local Codes having jurisdiction. If they conflict with contract requirements, Contractor shall obtain written instructions from the Owner's Representative before proceeding with the installation.

B. Where the specifications exceed the manufacturer's or Code's minimum requirements, Contractor shall install equipment or conduit in accordance with the specifications.

1.14 PULL BOXES

A. Provide pull boxes and cable ducts for the pulling, nesting, or concealment of wires or cables where shown and also where required and not shown.

B. Boxes and covers shall be hot dipped galvanized and built of code gauge steel with angle iron supports and braces. Insulated racks shall be provided where required. Access shall be by means of removable screw covers.

1.15 GROUNDING

A. Standards set forth by the N.E.C. relative to protective grounding and bonding of all equipment and services, shall be followed together with the rules and regulations of the Local Utility Company.

B. Contractor shall be responsible for complete and proper grounding and bonding of all parts of the conduit system. Also connection to the Domestic water service piping.

C. All grounding and bonding material shall be of copper or brass construction using Burndy, O.Z., T & B or approved equal grounding fittings where grounds are connected to service pipe, etc.

1.16 INSTALLATION REQUIREMENTS

A. Secure all apparatus and materials supported on masonry with expansion bolts or equal materials.

B. The location of outlets and appliances shown on plans are approximate. This electrical contractor will be responsible for the proper locations in order to make them fit with Architectural details and the work of other trades, and shall refer to such details, and confer with the Owner's Representative and other Contractors before installing his work.

C. Before installing switches and outlets, Contractor shall in every instance refer to the Architectural plans and details and confer with the General Contractor for proper locations with reference to door swings, paneling, closets, etc.

D. All electrical equipment such as junction and pull boxes, panelboards, switches, controls, and such other apparatus requiring maintenance and operation shall be made easily accessible.

E. All feeders in pull boxes and cabinets and branch circuits in outlets and pull boxes having more than one circuit shall have fiber tag attached, designating the name or number of the circuit.

F. Install and properly connect the proper number of wires to make the lighting, power, and auxiliary systems wiring complete ready for satisfactory service.

G. Before ordering any material or doing any work the Contractor shall verify all conditions and measurements existing, and shall be responsible for the correctness of same, particularly fitting new work to existing construction. No extra charge or compensation will be allowed on account of differences between actual dimensions and measurements indicated on the drawings. In the case of discrepancies, consult with the Owner's Representative for clarification before proceeding with the work.

1.17 GUARANTEE

A. In addition to any supplemental guarantees obtained from any equipment manufacturer, the Contractor shall guarantee the prompt replacement of any faulty section of his installation without cost to the Owner if indication thereof occurs within one (1) year of acceptance of equipment by the Owner.

1.18 DEBRIS REMOVAL

A. Each contractor shall at all times keep the premises free from the accumulation of waste materials and rubbish caused by his operations and shall remove the waste materials and rubbish from the job site on a periodic basis.

1.19 DEMOLITION

A. Provide all necessary demolition as called for on the drawings including any and all cutting and patching of the existing walls to properly install the new wiring and new panelboards, etc.

B. Refer to the demolition notes on the drawings.

END OF SECTION 16010

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SECTION 16050 - BASIC MATERIALS & METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections apply to work specified in this section.

1.2 SCOPE

The work covered by this Section includes all labor, materials, equipment and accessories to complete the installation of new exterior light fixtures specified hereinafter and/or shown on the Drawings.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

A. At every switch, outlet, or junction point of conduit, except as hereinafter noted, install a hot dipped galvanized box and cover suitable for the outlet it is to serve. Future boxes shall have blank cover plates. Boxes shall be sized to accommodate; - (1) structural conditions, (2) size and number of raceways and conductors entering, and (3) device or fixture for which required. Old work boxes shall be used in existing walls to allow snaking of new upgrade wiring.

B. Outlet boxes in ceilings shall be of the bar support type with fixture stud or, where fixture stud is not required to support the fixture, standard boxes adequately secured to the ceiling construction.

C. Provide suitable blank covers for all outlet boxes used as junction boxes or outlets not used.

D. Provide outlet boxes in finished walls with plaster covers of proper depth so that outer edge is flush with finished surface. Covers to have lugs turning in.

E. In masonry walls, outlet boxes for telephones, switches, receptacles, etc., shall be 4" square or larger as required.

F. Ceiling outlet boxes where conduit is concealed shall be not less than 4" in diameter X 1-1/2" deep with plaster covers. Outlet boxes where conduit is exposed shall be screw jointed, not less than 6" in diameter to provide a seat for fixture canopy.

G. Outlet boxes for switches and receptacles where run exposed shall be threaded hub type conduit FS or FD round corner covers as required.

H. Outlet boxes for bracket fixtures where conduit is exposed shall be screw jointed, not less than 6" in diameter to provide seat for fixture canopy.

I. Boxes shall be Appleton, General Electric, National Electric Products, Knight Electric Co. or approved equal in masonry construction, and in furred ceilings with two 1/8" X 3/8" bars of sufficient length to reach ceiling super structure and attach thereto with galvanized wire.

2.2 WIRE AND CABLE

A. All wire used inside the building shall be copper Type THHN or as noted on the drawings. All wiring shall be solid conductor copper for #10 AWG and smaller and stranded copper for #8 AWG and larger. Fixtures shall be wired with Type TFN fixture wire. No aluminum or copper clad aluminum conductors will be allowed.

B. Control wire for 24 volt service shall not be smaller than #16. For general wiring, no wire shall be less than #12 unless otherwise noted or specified.

C. All wiring shall have the neutral conductor in white color. Grounded conductor shall be green in color. All ungrounded conductors shall be code colored wire.

D. Wire shall be as manufactured by National Electric Products, General Electric, Anaconda, or approved equal.

E. All wire shall be run in conduit. Use MC armored cable for all new circuits. At contractor's option where allowed by code, they may use "ROMEX" type cable for 15 and 20 amp circuit runs only. New feeders may be non metallic if installed with steel wall sleeves and fire caulking where penetrations occur in apartment attic separation walls.

2.3 WIRING DEVICES

A. The following itemized list, is given for the purpose of conveying to the Contractor the quality and rating of wiring devices to be installed under the Contract. Any or all devices may be as manufactured by LEVITON, or approved equal to Bryant Electric Co., Arrow Hart & Hegeman, Harvey Hubbell. A complete itemized list of all devices must be submitted for approval before installation.

1. Convenience Outlets:

   a. Duplex Grounded Receptacles (Specification Grade)- 15 amp, 125 volt, #5262-color per architect in white or ivory.

   b. Duplex GFI Grounded Receptacle (Specification Grade) - 15 amp., 125 volt, #6598-I-GFI (white or ivory per architect.)

2. Wall Switches (Specification Grade) (flush toggle switches, bakelite base, 20 amp., 120/277 volt): Color- White or Ivory as selected by the architect.

   a. Single Pole - #1201-I. provide similar 3-pole where noted.

3. Wall Plates:

   a. All receptacle and switch plates shall be of the high abuse NYLON type, Leviton Series #80700 for receptacles, switches, etc., single or gang plates as required. Color- as directed by the Architect.

PART 3 - EXECUTION

3.1 WIRING FEATURES

A. The proper number of wires shall be installed and properly connected in order to make the lighting and power systems wiring complete, ready for satisfactory service.

B. Connect all wires in outlet boxes, leaving only those ends, at least 6" long, which will be connected to fixture wires.

C. Receptacles shall be wired with 6" pigtails, no loop allowed.

D. Feeding of outlets through local switches will not be permitted unless otherwise indicated on the drawings.

E. Splices of wires are to be eliminated wherever possible and where necessary are only to be made in readily accessible pull and outlet boxes.

END OF SECTION 16050

SECTION 16500 - ELECTRICAL LIGHTING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections apply to work specified in this section.

1.2 SCOPE

The work covered by this Section includes all labor, materials, equipment and accessories to complete the installation of the lighting systems and equipment as specified hereinafter and/or shown on the Drawings.

PART 2 - PRODUCTS

2.1 LIGHTING FIXTURES

A. The contractor shall furnish and install all lighting fixtures as called for on the schedule. The fixtures listed in the Fixture Schedules on the drawings are intended to show the type and quality of fixtures required. Where alternate manufactures are listed, substitutions shall be limited to those names only.

B. The Contractor shall furnish and install all lamps for fixtures.

C. All burrs, fins, and sharp edges must be removed from fixture parts before they are assembled. Canopies, holders, etc. shall be spun or drawn in one piece unless otherwise specifically approved. Aluminum sheet of less than #10 gauge when placed in contact with brick, plaster, gypsum, concrete, or similar masonry construction, shall be back painted before installation with aluminum or bituminous paint.

D. The finish of fixtures shall be the manufacturer's standard finish except as otherwise noted on the fixture schedule. Color selections shall be by the Owner’s Representative.

E. Sockets and receptacles for fixtures using enclosing glassware shall be of porcelain or non-inflammable molded compound.

F. Fixture wire shall be in strict compliance with the latest requirements of the National Board of Fire Underwriters. The carrying capacity of the wire shall meet the latest requirements of the National Electrical Code. No fixture wiring shall be smaller than #16 gauge. Wiring shall be protected with tape or tubing at all points where abrasion is liable to occur. All wiring shall have a continuous identifying marker, readily distinguishing it from the other conductor, the marked conductor to be connected to the screw side of the socket or lamp receptacle.

G. No splice or tap shall be located within any stem. Wiring shall be continuous from splice in outlet box of the building wiring system to lampholder.

H. Solderless connectors, Scotchlok or approved equal, may be used in making connection in the wiring within the fixtures or in connecting the fixture wiring to circuit wiring.

I. This Contractor shall furnish and install all supplementary steel or other supports required for any fixtures.

J. At time of final inspection all fixtures and equipment must be complete with lamps and required glassware or reflectors, which must be clean and free from defects. Any fixtures, reflectors, or glassware broken prior to the time of final inspection must be replace without cost to the Owner.

PART 3 - EXECUTION

3.1 GUARANTEE

A. All fixtures including lamps and accessories shall be guaranteed for a period of one year from date of substantial completion. This is in addition to any manufacturer warranties.

3.2 SHOP DRAWINGS

A. Submit required shop drawings for the following items:

1. Lighting Fixtures.

B. Shop drawings which do not comply with Subparagraph 16010 1.9 B will be rejected.

END OF SECTION 16500