DISTRICT WIDE OIL TANK REMOVALS

GREENWICH PUBLIC SCHOOLS

290 Greenwich Avenue
Greenwich, CT 06830

Board of Education Bid No. 2202-18

ARCHITECT:

KG+D ARCHITECTS, PC
285 Main Street
Mount Kisco, NY 10549

SYSTEMS ENGINEER:

OLA CONSULTING ENGINEERS
50 Broadway
Hawthorne, NY 10532

16 APRIL 2018

BID ISSUE

District Wide Oil Tank Removal Project

Board of Education Bid No. 2202-18

Greenwich Public Schools
290 Greenwich Avenue
Greenwich, CT 06830

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EUGENE H. WATTS
Senior Buyer
GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411 Fax (203) 625-0109

May 3, 2018

Invitation to Bidders
BID# 2202-18

Dear Sir/Madam:

You are invited to submit a bid to provide for the **District Wide Oil Tank Removal** for the following locations:

Western Middle School
1 Western Junior Highway
Greenwich, CT 06830

Old Greenwich Elementary School
285 Sound Beach Avenue
Old Greenwich, CT 06870

Eastern Middle School
51 Hendrie Avenue
Riverside, CT 06878

North Street Elementary School
381 North Street
Greenwich, CT 06830

Cos Cob Elementary School
300 East Putnam Avenue
Cos Cob, CT 06807

This bid will be a lump sum for your work or material in accordance with the plans and specifications for the work on the project. The attached bid specifications detail the requirements.

Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Bids must be submitted on the schedule form attached hereto. All unit prices must be filled in. Each bid must be submitted with one (1) original, and four (4) copies of the bid. Bidders must submit bids in a clear, concise and legible manner to enable proper evaluation of responsive bids. Faxed bids will not be accepted. The original bid and copies must be in a sealed envelope, plainly-marked: District Wide Oil Tank Removal Project and addressed to the Purchasing Agent, Greenwich Public Schools, Purchasing Department, 290 Greenwich Avenue, Greenwich, CT, 06830.

Project Bid Opening Date: MAY 23, 2018 at 1:00 p.m.

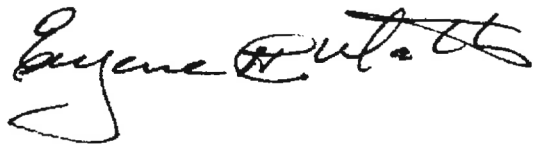
There will be **a MANDATORY Pre-Bid Meeting on MAY 9, 2018 at 3:00 p.m.**, commencing at Western Middle School, 1 Western Junior Highway, Greenwich, CT, 06830. After the meeting access will be given to each site involved in the proposed work.

Specifications can be viewed and downloaded from the Greenwich Public Schools website: www.greenwichschools.org.

Questions must be submitted on the RFI form contained in the bid documents no later than NOON on MAY 16, 2018 via email: bid_department@greenwich.k12.ct.us. Questions will be responded to via Addendum by noon, MAY 23, 2018, posted on the Greenwich Public Schools website.

Sealed bids for supplying the above will be received by the Purchasing Department, at 290 Greenwich Avenue, until 1:00 p.m. on MAY 23, 2018, at which time they will be opened and read publicly. All bidders and other interested parties are invited to be present at the bid opening.

Very truly yours,



Eugene H, Watts

Section 00 21 00

Instructions to Bidders

Part 1

The Architect for the project is KG+D Architects, PC, 285 Main Street, Mt. Kisco, NY, 10549.

The contact for the Owner is: Eugene Watts, Senior Buyer, Greenwich Public Schools, Havemeyer Building, 290 Greenwich Avenue, Greenwich, CT, 06830.

Contractor(s) whose bid exceeds $500,000.00 shall hold a current "DAS" Contractor Prequalification Certificate" (not a pre-determination letter) from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statutes Sections 4a-100, 4b-101 and 4b-91 previously stated as Public Act 03-215 and as amended by Public Act 04-141. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement." Failure to submit these items with the bid will result in disqualification of the bidder. If you have any questions regarding these requirements, contact the State of CT, DAS, at telephone number 860-713-5280 or visit their web site at www.das.state.ct.us.

1. BACKGROUND:

The Town of Greenwich, CT, is about 30 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high school programs.

2. CONTRACT LENGTH:

The Contractor submitting this Bid shall work in accordance with the contract provided herewith for the duration of the project as indicated in the Milestone Schedule or as approved by the Greenwich Public Schools.

3. OPTION TO EXTEND:

The Board of Education may, at their option and with the approval of the Contractor, extend the period of this agreement. If the Board of Education intends to extend the contract period, the vendor shall be notified in writing by the Purchasing Department at least fourteen (14) calendar days prior to the expiration of the original contract.

4. BID EVALUATION CRITERIA:

A committee composed of various administrators will evaluate bids. The following criteria guidelines will be used in analyzing and evaluating this bid:

- Conformance to the requirements of this bid, i.e. conformance to Terms, Conditions and Scope of Work
- Proven skills and technical competence
- Background on the firm
- Identification of Contractor personnel who will have principal responsibility
- Qualifications Form

5. A NARRATIVE DESCRIBING THE FIRMS APPROACH TO UNDERTAKING THE SCOPE OF THE WORK INCLUDING:

Cost/service fee (overall cost to the Board of Education with all factors considered). Presentation to the selection committee, if requested.

6. AWARD OF CONTRACT:

The contract will be awarded by the Board of Education to the qualified firm or person at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services.

7. PURPOSE:

Greenwich Public Schools is soliciting bids to provide District Wide Oil Tank Removal for the Greenwich Public School District.

8. OVERVIEW:

Greenwich Public Schools wishes to solicit Request for District Wide Oil Tank Removal, including alternates. Companies must be located within a 100-mile radius of the district to submit a bid. It is understood that any contract is subject to available funding.

9. THE DETAILED BIDDER SHALL INCLUDE:

An outline of the procedures to be used to provide District Wide Oil Tank Removal indicated above, and how cost estimates will be calculated.

10. INTENT OF WORK

Fixed price scope of work per plans and specifications for provision of the District Wide Oil Tank Removals and related work.

11. SCOPE OF SERVICE:
The scope of this project includes, but is not limited to, removal of oil tanks and related work including excavation, soil removal, backfill, and restoration of paving, walkways and other site features disturbed by the work.

12. CONTRACTOR AGREEMENT

A. The contractor shall simultaneously with the signing of the Contract, furnish the Town the executed Performance, Maintenance, and Payment Bond of a surety company

authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract Obligation in the form provided by the Town. A PERFORMANCE BOND will not be required where the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than one-hundred thousand dollars ($100,000.00). Once a contract exceeds $100,000.00 the bidder will be responsible for obtaining and paying for all bonds required by Greenwich Public Schools.

B. Each bid shall be signed and accompanied by a bid security payable to the Town of Greenwich in the amount of ten (10%) percent of the bid and shall be in the form of a Bid Bond only as issued in the bid documents. Bid Bonds must use the Greenwich Public Schools Bid Bond Form (included within the bid documents), issued by a surety Company listed on the Current U.S. Department of Treasury's Federal Register and be licensed to underwrite bonds in the State of Connecticut.

C. Each bid shall be accompanied by a completed copy of the Bidders Qualification Questionnaire included in the bid documents. The Greenwich Public Schools reserve the right to request further information and/or supplemental information with respect to the Qualification Questionnaire at their sole discretion

D. Each bidder shall utilize the specified manufacturers. Should the Contractor desire to substitute other articles, materials, apparatus, products or process, then those specified or approved as equal, the Contractor shall apply to the Architect, in writing, for approval of such substitution, per Section 01 25 00 Product Options. It should be noted that the Bid shall not be based on a substituted article, material, apparatus, product or process. No substitution reviews shall take place prior to bid.

E. Each form of bid contains a section for alternates and/or unit prices. All alternate prices must be completed with a dollar value. Blanks, not applicable (n/a), no effect, etc. in these portions of the form of bid shall be construed to indicate that the particular Alternate shall be performed without increase to the contract price as they relate to the scope of the trade package.

F. Unit prices which do not affect the work of your trade may be filled in "not applicable (n/a)." "Not applicable” or blanks in these portions of the form of bid shall be construed to indicate that the unit price is not applicable as they relate to the scope of the trade package.

G. The successful bidder will produce for the Greenwich Public Schools review a current financial statement, which will remain strictly confidential.

H. Each bid shall be accompanied by a completely filled-in and properly executed Non-Collusion Affidavit.

I. All work shall be done in accordance with applicable State statutes; conditions of Prevailing Wages shall apply.

J. Note: Failure to submit a bid with four copies does not constitute a material defect.

K. No Bidder may withdraw their Bid within 90-days after the actual date of Bid Opening.

L. Qualifications to the bid are not allowed. If bids are qualified, they may be deemed non-responsive and subsequently rejected.

M. If there is a conflict between the Contract Agreement and the General Conditions, the Contract Agreement shall prevail.

N. Bid awards must be approved by the Greenwich Public Schools. All contractors shall be required to execute the Greenwich Public Schools standard form of contract and accompanying payment and performance bonds without exception.

i. The contract shall be awarded to the lowest responsible and qualified bidder, meaning the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria considering past performance and financial responsibility. In considering past performance, the Greenwich Public Schools shall evaluate the skill, ability and integrity of bidders in terms of the bidders' fulfillment of contract obligations and of the bidders' experience or lack of experience with projects of similar size and scope. The Greenwich Public Schools reserves the right to consider as unqualified to do the work required by the bid documents any bidder that does not habitually perform with its own forces the major portion of the work involved in the bid documents. No contract will be awarded to any bidder who is at time of award not qualified under applicable regulations issued by the Secretary of Labor, United States Department of Labor or any applicable State and local laws and regulations.

ii. After review of all factors, terms, and conditions, including price, the Greenwich Public Schools reserves the right to reject any and all bids, or any part thereof, or waive defects in same.

13. FEE:

Indicate your Bid Fee for all services as described in Part 5. The District reserves the right to provide payment in accordance with completion of services based on the Project Schedule.

14. BID DOCUMENTS:

Specifications can be viewed and downloaded from the Greenwich Public Schools website: www.greenwichschools.org.

15. PRE-BID MEETING:

There will be a **MANDATORY pre-bid conference** beginning at **3:00 p.m. on MAY 9, 2018**, commencing at Western Middle School, 1 Western Junior Highway, Greenwich, CT, 06830. After the meeting access will be given to each site involved in the proposed work.

16. QUESTIONS:

Questions concerning this bid must be submitted on the Bidder RFI Form contained herein I be received by email only, directed to: Eugene H. Watts, at bid_department@greenwich.k12.ct.us,

until noon on MAY 14, 2018. The "Subject" line must have Bid# 2202-18, District Wide Oil Tank Removal. All answers will be published by written Bid Notification posted on the Greenwich Public Schools website no later than MAY 16, 2018. No questions will be accepted after 7 days prior to the Bid date by noon. It is the responsibility of all bidders to verify that they are current with all.

Failure to comply with these conditions will result in the bidder waiving his right to dispute the bid specifications and conditions. All Addenda will be posted on our website: www.greenwichschools.org up to 72 hours before the bid opens.

17. GENERAL TERMS AND CONDITIONS:

Sealed bids for furnishing District Wide Oil Tank Removal, as specified on the attached bid specification sheets, will be received at the time and date previously mentioned. All bidders and other interested persons are invited to be present at the opening of these bids that will take place at the Board of Education.

The Board of Education reserves the right to waive any informality in the bid or reject any or all bids or to accept any bid, which appears to be in the best interest of the Board. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered.

The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible bid.

If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of these bids by notifying each bidder by telephone, mail or the issuing of an addendum through our website.

The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any bid which, on investigation, the evidence or information submitted by such bidders does not satisfy the Board of Education that the bidder is qualified to properly carry out the terms of the contract.

Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

18. TAX:
No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the bid price.

19. Non-Connecticut Contractors:

Pursuant to Connecticut General Statutes §12-430(7), as amended by Public Act No. 11-61, Section 66 a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

20. COLLUSION AMONG BIDDERS:

More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders.

Participants in such collusion may not be considered in future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part to any collusive action.

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

The successful bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful bidder in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful Bidder is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

22. The intention of this BID/RFP is to establish a contract with one or more contractors who will, upon request, provide the time with the services, labor, and supplies described in this solicitation.

This is no guarantee as to the amount of services, labor or supplies that the Board of Education may purchase during the term of this contract.

23. Per Connecticut General Statutes CGS § 10-221d, which went into effect July 1, 2016, and 10-222c, all people who are entering into a paid agreement with a school district must submit to a mandatory background check. If you are an individual, you must send me your employment history so that I can do the background check. If you are a company having multiple employees in the schools, you will be responsible for obtaining the background checks on each of your employees.

Part 2

GENERAL TERMS AND CONDITIONS

Sealed bids for furnishing these services to Greenwich Public Schools, as specified on the attached bid specification sheets, will be received on MAY 23, 2018, at 1:00 p.m.
All bidders and other interested parties are invited to be present at the opening of these bids which will take place at the Board of Education. Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection.

The Board of Education reserves the right to waive any informality in the bid or reject any or all bids or to accept any bid that appears to be in the best interest of the Board. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered.

The Board of Education will consider proximity of vendor's service as a factor in determining lowest responsible bid. The bidders company must be within a one hundred (100) mile radius of the Greenwich Board of Education.

If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of this bid by notifying each bidder by telephone, mail or the issuing of an addendum.

The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the bidders to perform the work and the bidders shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any bid where, on investigation, the evidence or information submitted by such bidders does not satisfy the Board of Education that the bidders is qualified to carry out properly the terms of the contract.

Consumption or use of alcohol and/or drugs is prohibited on School Property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all School Buildings and on school grounds.

BIDDER REQUEST FOR INFORMATION

Greenwich Public Schools
District Wide Oil Tank Removal Project
Board of Education Bid No. 2202-18

To: Greenwich Public Schools
Mr. Eugene Watts
Email: bid_department@greenwich.k12.ct.us

Date of Request: _____ **RFI NUMBER: _____**

Contractor:	**Trade:**
Phone:	**Email**:
Subject:	**Drawing/Spec Reference**:
Question description, complete with backup data as necessary attached hereto:	
Proposed Solution:	
Submitted By:	
Architect's Response:	
Response By:	Date of Response:

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/RFP. FAILURE TO DO SO MAY RESULT IN YOUR BID/RFP BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for BID/RFP. Any BID/RFP with deficient insurance requirements will be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The BID/RFP cost reflects any additional costs relating to insurance requirements for this work.

_____ _____

Signature Date

REFERENCES:

Please list at least three (5) school districts in Connecticut or New York of similar size to Greenwich Public Schools where you or your company has performed these services.

1._____
NAME AND ADDRESS

_____
TELEPHONE # FAX # EMAIL

_____
CONTACT PERSON AND TELEPHONE NUMBER

2._____
NAME AND ADDRESS

_____
TELEPHONE # FAX # EMAIL

_____
CONTACT PERSON AND TELEPHONE NUMBER

3._____
NAME AND ADDRESS

_____
TELEPHONE # FAX # EMAIL

_____
CONTACT PERSON AND TELEPHONE NUMBER

4._____
NAME AND ADDRESS

_____
TELEPHONE # FAX # EMAIL

_____
CONTACT PERSON AND TELEPHONE NUMBER

5._____
NAME AND ADDRESS

_____
TELEPHONE # FAX # EMAIL

_____
CONTACT PERSON AND TELEPHONE NUMBER

SECTION 00 41 00

BID PROPOSAL FORM

To: Eugene H. Watts, Sr. Buyer
Greenwich Public Schools
Purchasing Department, Havemeyer Building
290 Greenwich Avenue
Greenwich, CT 06830
Phone: (203) 625-7411

PROJECT: **District Wide Oil Tank Removal**
Board of Education Bid No. 2202-18

Bid Opening Date: 5/23/18 AT 1:00 PM

Name: _____

Street Address: _____

Municipality / State / Zip Code: _____

Telephone / Fax: _____

Contact Person (printed name & title): _____

Greetings:

The Undersigned, in compliance with the Invitation and Instructions to Bidders, agrees that if this bid is accepted as hereinafter provided he/she will provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work required for the execution of the aforementioned project in accordance with documents as prepared by KG+D Architects, PC, 285 Main Street, Mt. Kisco, NY, 10549, 914.666.5900, for the class of work at the aforementioned project as identified above for the following **BASE BID - LUMP SUM COST:**

_____

_____ Dollars ($_____)

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

If written Notice to Proceed, Letter of Intent or Contract is received within ninety (90) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within ten (10) days after receipt of said notice of award, the executed Contract, together with the Performance Bond, Labor & Material Payment Bonds and Insurance Certificates required herein.

The Undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner, that its' amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above named Bonds and Contract, and that if the undersigned defaults in furnishing said bonds or in executing and delivering said Contract within ten (10) days of written notification of award of the Contract to him/her, then said Security shall be payable to the Owner for its' own account; but if this proposal is not accepted within said ninety (90) days of the time set for submission of bids, or if the Undersigned executes and delivers said Bonds and Contract, the Bid Security shall be returned to the Undersigned.

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum	Date	Acknowledgment

The Undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor to be employed on the Work. Moreover the Undersigned certifies that all necessary labor and materials as required to achieve the Substantial Completion by the date given below are included in the Bid Sum, and that all necessary measures required to expedite the Work to meet the Substantial Completion date will be provided at no additional cost.

Substantial Completion: August 18, 2018

By submission of this Proposal

- Agrees to execute alternates selected for the sums (additive or deductive) set forth in the attached schedule of Alternate Proposals.
- Takes notice of the time constraints set forth in the Contract Documents and agrees to the terms of the Contract that will be enforced should the time constraints not be kept.
- The undersigned acknowledges and certifies that they are licensed with the State of Connecticut as an Electrical Contractor in the jurisdiction of the Work."
- The Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

Respectfully submitted,

_____
Contractor

By_____Title_____

Business Name:_____

Address:_____

Telephone Number:_____

Attest:_____Title_____

SEAL IF CORPORATION

NON-COLLUSIVE AFFIDAVIT

By submission of this proposal each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, herby affirm under the penalties of perjury that the foregoing statement is true.

Dated: _____ Signed _____

_____
(Print Name)

_____
(Title)

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor Agrees to indemnify and save harmless the Owner, and any of their agents, assigns, employees or independent contractors, the Architect and persons in his employ, from any and all liability for damages for injury to the person or property of another and from all suits and actions and all costs and damages to which such parties may be subjected resulting from the Contractor's performance of this contract, whether such performance be by the Contractor, or by any Subcontractor or employee.

I certify that I have been duly authorized to execute this Agreement on behalf of:

_____
(Name of Contractor)

Dated: _____ Signed _____

_____
(Print Name)

_____
(Title)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

SWORN to before me this _____ day of _____ 20_____

Notary Public: _____

OR

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate):

_____

_____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012?

_____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

_____

_____

_____

_____

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

_____
SIGNED

SWORN to before me this _____ day of _____20____

Notary Public: _____

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

AFFIRMATIVE ACTION COMPLIANCE AFFDAVIT

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-7] (d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-911." 'Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians..." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan; (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(d) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

*INSTRUCTIONS: Bidder must sign acknowledgement below and return along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form.

_____ _____
Signature Date

On behalf of: _____
_____
_____

ATTACHMENT #1 - SCHEDULE OF ALTERNATE PROPOSALS

In accordance with the terms and conditions of the Contract and the Proposal Form, the undersigned agrees to execute alternates selected for the sums set forth in the following schedule of Alternate Proposals in accordance with the general description outlined in the specific technical sections as applicable.

ADD/ALTERNATE 1 – State the amount to be ADDED to the Base Bid for oil tank removal at Western Middle School as shown on drawings C-101 and P-103 and related work in accordance with the Contract Documents:

ADD: _____

_____ Dollars ($_____)

ADD/ALTERNATE 2 – State the amount to be ADDED to the Base Bid for oil tank removal at North Street Elementary School as shown on drawings C-101 and P-104 and related work in accordance with the Contract Documents:

ADD: _____

_____ Dollars ($_____)

ADD/ALTERNATE 3 – State the amount to be ADDED to the Base Bid for oil tank removal at North Street Elementary School as shown on drawings C-101 and P-104 and related work in accordance with the Contract Documents:

ADD: _____

_____ Dollars ($_____)

** End of Alternate Schedule **

** End of Proposal Form **

NON-COLLUSION AFFIDAVIT

GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT

State of _____:

County of _____:s.s.

I state that I am the_____ of _____
(TITLE) (NAME OF MY FIRM)
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.

(2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.

(4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.

(5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

(6) _____its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:
I state that _____ understands and acknowledges that
(NAME OF MY FIRM)
the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

(7) I agree to furnish and deliver all services on the date and time agreed on by _____ and the Greenwich Board of Education at
(NAME OF MY FIRM)
The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposer on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

(8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

(9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of such contract.

(10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

(11) The Greenwich Code of Ethics can be found at www.greenwichct.org. Code of Ethics stated as follows:

1. DEFINITION. (1)Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.

2. GIFTS AND FAVORS. No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

3. IMPROPER INFLUENCE. No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use is office to exert his influence or to vote on such transaction or action.

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE FAX #

E-MAIL WEB SITE

AUTHORIZED SIGNATURE TITLE

(12) By signing this bid/proposal the bidder/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Bidders/Proposers Employment Discrimination by the Contractor Prohibited.

SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ AND THE STATE OF

_____THIS _____

DAY OF _____, 2018

_____ MY COMMISSION EXPIRES_____

NOTARY PUBLIC

COMPANY INFORMATION

NAME OF FIRM STREET CITY, STATE, ZIP

SALES REPRESENTATIVE NAME TELEPHONE # FAX #

SECTION 00 45 13

BIDDER QUALIFICATION STATEMENT

After receipt of bids and upon notification from the Architect, the bidder shall answer all questions set forth in this form within three days. Failure to answer these questions in full may be cause for rejection of the bidder's proposal. If more space is required, please attach additional sheets.

SUBMITTED TO: Greenwich Public Schools
ADDRESS: 290 Greenwich Avenue
CITY: Greenwich, CT 06830

Name of Bidder _____

Type of Business Entity _____

1. How many years has your organization been in business under your present business name? _____

2. How many years of experience in construction work of a similar type has your organization had? _____

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.
_____

4. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.
_____

_____

_____

5. Have any of the persons listed in #4 owned/ operated / been shareholders in any other companies? If so, please state name of said persons and the names of their previous affiliations / other companies:
_____

_____

6. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If yes, list the name of each individual, the professional license he/ she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.
_____

_____

7. During the three years preceding the submission of this bid. has the bidder been found guilty of any OSHA violations? If yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

_____

_____

8. During the five-year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/ or violations of an employee's civil rights or equal employment opportunities? If yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

_____

_____

9. During the five-year period preceding the submissions of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the of the submission of this bid.

_____

_____

10. During the five-year period preceding the submission of this bid, has the bidder been the subject of an investigation and/ or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/ or supplemental payment requirements? If yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

_____

_____

11. During the five-year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/ or any lapses thereof? If yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

_____

_____

13. Has the bidder, its officers, directors, owner and/ or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted the charge against the individual and the date of disposition of the charge.

_____

_____

14. During the five-year period preceding the bidder's submission of this bid, has the bidder been charged with and/ or found guilty of any violations of federal, state, or municipal environmental and/ or health laws, codes, rules and/ or regulations? If yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

_____

_____

15. Has the bidder bid on any projects within the last three years? If the answer to this question is yes, list the last three projects bid on, whether said bid(s) was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

_____

_____

16. Has the bidder ever been terminated from a project by the owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

_____

_____

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project.

Contract Sum	Class of Work / %Complete	Name / Address of Owner	Name & Phone # of Contact at Owner

19. Has the contractor completed similar contracts, at least (5) similar projects contract(s) in which the scope included school building work of which at least (2) have been of the size of more than 20,000 sf and two have been over $300,000 in construction cost value, or which you feel will qualify you for this work, within the last five years. If answer is yes, list below the construction projects your organization has under way as of this date:

Contract Sum	Class of Work / %Complete	Names & Addresses of Owner and Architect	Contact Names & Phones of Owner and Architect

20. Have you ever failed to complete any work awarded to you?
□ Yes □ No; If yes, state where and why:

_____

_____

21. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? □ Yes □ No; If yes, state:

Name of Individual(s)	Name of Owner(s)	Reason(s)

22. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?
□ Yes □ No; If yes, state:

Name of Individual(s)	Name of Owner(s)	Reason(s)

23. Has your firm or organization ever received a Notice of Default or Notice of Termination or ever been defaulted or terminated on a Project? If yes, state:

_____

_____

24. Has your firm been involved in litigation during the past 5 years? If so, describe.

_____

_____

The undersigned hereby authorizes and requests any firm, person or corporation to furnish any information requested by the Owner or Architect in verification of the matters contained in the Bidder Qualification Statement.

Dated _____, 20___

_____
(Name of Bidder)

By _____

Title _____

AFFIDAVIT

STATE OF)
S.S.
COUNTY OF)

_____ being duly sworn and says that he/she is

_____ of _____

_____
(Name of Organization)

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

Subscribed and sworn to before me

this _____ day of _____ 20___

_____
Signature

_____

Notary Public, County of _____

End of Section

SECTION 00 46 43

WAGE AND HOUR RATES

1.01 GENERAL

A. All contractors will be bound and obligated by the Laws of the State of Connecticut to insure payment to all workers involved with the construction of the Project.

B. Pursuant to Connecticut General Statutes § 7-112 and § 31-53: The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of § 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

C. Upon the award of the contract, the Contractor shall certify, under oath, to the Labor Commissioner the pay scale to be used by the Contractor and any of the contractor's subcontractors for work to be performed under such contract.

D. The Contractor shall: (1) keep, maintain and preserve such records relating to the wages and hours worked by each person performing the work of any mechanic, laborer and worker and a schedule of the occupation or work classification at which each person performing the work of any mechanic, laborer or worker on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure proper payments due to such persons or employee welfare funds under this section or section 31-54, regardless of any contractual relationship alleged to exist between the Contractor and such person, and (2) submit monthly to the Town of Darien a certified payroll that shall consist of a complete copy of such records accompanied by a statement signed by the employer that indicates (A) such records are correct; (B) the rate of wages paid to each person performing the work of any mechanic, laborer or worker and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of section 31-53, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of section 31-53, and not less than those required by the contract to be paid; (C) the employer has complied with the provisions of section 31-53 and section 31-54; (D) each such person is covered by a workers' compensation insurance policy for the duration of such person's employment, which shall be demonstrated by submitting to the Town of Darien the name of the workers' compensation insurance carrier covering each such person, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 U.S.C. 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which the employer

knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned up to five years, or both.

E. Every contractor or subcontractor performing work under this contract shall post the prevailing wages as determined by the Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

1.02 PREVAILING WAGE RATES

A. The current wage and benefit rates are available when following the instructions on the Connecticut State Labor web site.

End of Section

THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE TOWN OF GREENWICH CONTRACT FOR YOUR REVIEW. YOU MUST BE ABLE TO SIGN THIS CONTRACT AND MEET THE NECESSARY INSURANCE AS REQUIRED BY THE TOWN OF GREENWICH IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED.

IF YOU ARE BIDDING ON THIS BID YOU CANNOT CHANGE ANY LANGUAGE IN THE TOWN OF GREENWICH CONTRACT.

State of Connecticut
Town of Greenwich
Contract

Town Department: **Contract No.:**

Division: **Account Name:**

Name and **Account Code:**

Address of Contractor: **Total Amount Of Contract:**

This Agreement made this 2st day of July 2018 between Town of Greenwich hereafter called the hereafter called the Contractor.
Witnessed as follows:

1. The contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to .
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Counsel and countersigned by the Town Comptroller.

TOWN OF GREENWICH
By_____
Its

CONTRACTOR
By_____
Its

CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD } ss: _____, 2018

Personally appeared _____ of _____-
Name and title of Officer (Corporation)

Signer and sealer of the foregoing instrument, who being duly authorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said _____ before me
(Corporation)

_____
Notary Public (seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT
(delete words in parenthesis if not a partnership)

STATE OF
COUNTY OF ss: _____, 2018

Personally appeared _____, (one of the members of the partnership of) _____ , signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed (and the free act and deed of said partnership), before me

_____
Notary Public (seal)

Approved as to legal sufficiency

Date_____ _____
Town Counsel

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date_____ _____
Comptroller

AGREEMENT

CONTRACT NO.

THIS AGREEMENT, executed this 2st day of July in the year Two Thousand Eighteen (herein referred to as the "AGREEMENT"), by and between the Greenwich Public Schools Town of Greenwich, Connecticut, acting through Lorianne O'Donnell, Chief Operating Officer, Greenwich Board of Education hereunto duly authorized, "OWNER" whose principal office is located at acting herein by its , duly authorized, "CONTRACTOR".

WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:

1. DEFINITIONS:

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the Town of Greenwich and shall include its authorized representative.

The word "Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

The words "Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and is the Owner's authorized representative.

The Information for Bidders, the Contractor's Bid as accepted by the Owner, the Contract Conditions and Specifications and the General, Technical and Materials Specifications, the Drawings, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

2. DESCRIPTION OF WORK:

Bid No. , base bid and see Exhibits B and C. All work must be completed by . This date may be extended by contract supplement form if a potential change order is required due to unforeseen circumstances, related errors and omissions in bid specifications. Such extensions are limited to a total of 120 days.

3. PAYMENT:

The Contractor shall be paid on a monthly basis after presentation of vouchers, and subject to acceptance and approval by the Town of Greenwich Law Department and by Dan Watson, Director of Facilities.

Such payments will be made by the Town of Greenwich monthly for all services actually rendered, and the acceptance by the Contractor of any such monthly payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the contract, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Contract to be entered into or the Performance Bond or any insurance policies issued in connection with said contract.

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

The Contractor shall, simultaneously with the signing of the Contract, furnish the Town the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town. See Exhibit B.

THE ABOVE IS ONLY REQUIRED FOR CONTRACTS EXCEEDING $100,000.00.

5. GUARANTEE:

The Contractor guarantees that the Work and services to be performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, if any, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one-year period, and also shall repair, correct, or replace all damage to the Work resulting from such failure.

6. DEFECTIVE WORK:

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Town; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the

Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

7. COMPLIANCE WITH LAWS:

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, if any, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

8. INDEMNITY:

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

INDEMNITY AGAINST SUBCONTRACTORS' CLAIMS:

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other contractors or subcontractors, alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses including attorneys' fees, arising out of, relating to or resulting from such claims.

9. PATENTS:

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

10. CHANGES:

The Town, through its designated Agent, may make changes in the Work and in the Drawings, if any, and Specifications therefore by making alterations therein, additions, thereto or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore. For eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Parties. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

11. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the

appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

12. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

13. LIENS:

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

14. CLAIMS:

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

15. LIABILITY OF TOWN:

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

17. PERMITS:

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

18. NOT TO SUBLET OR ASSIGN:

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

19. EMPLOY COMPETENT PEOPLE:

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

20. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

21. INTOXICATING LIQUORS:

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

22. ACCESS TO WORK:

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

23. EXAMINATION OF WORK:

The Contracting Officer shall be furnished by the Contractor with every reason able facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

24. EXTRA WORK:

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Contracting Officer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Contracting Officer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Contracting Officer, plus a percentage of such cost, as may be agreed upon by Contract and Contracting Officer.

25. CHANGES NOT TO AFFECT BONDS:

It is distinctly agreed and understood that any changes made in the work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.

26. PRICES FOR WORK:

The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

27. MONEYS MAY BE RETAINED:

The Town may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

28. USE OR PARTIAL PAYMENT NOT ACCEPTANCE:

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Town's entrance upon or use of the Work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

29. NON-CONNECTICUT CONTRACTORS:

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

30. PAYMENT TO SUBCONTRACTORS:

As required by Section 49-41a of the Connecticut General Statutes, within thirty days after payment to the Contractor by the Town for work under this Contract, he shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or materials has been included in a requisition submitted by such Contractor and paid by the Town.

31. INSURANCE:

Insurance coverage required as noted in "Exhibit A" attached.

32. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted on the Departments of Labor web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in

accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (32) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars ($400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars ($100,000).

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

33. GOVERNING LAW:

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

IN WITNESS, WHEREOF, the parties of the AGREEMENT have hereunto set their hand and seals the day first above written.

TOWN OF GREENWICH, CONNECTICUT

BY_____
Lorianne O'Donnell
Chief Operating Officer

THE CONTRACTOR

BY_____

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

☒ **A. General Liability, with minimum coverages for combined bodily injury and property damage liability of $2,000,000 general aggregate, $1,000,000 per occurrence including:**

- ☒ **1. Commercial General Liability.**
- ☒ **2. Town as additional insured.**
- ☐ **3. Owners and Contractors Protective Liability (separate policy in the name of the Town).**

☒ **B. Comprehensive Automobile Liability, with minimum coverages of $1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**

☒ **C. Excess Liability, with minimum coverage of $5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**

☒ **D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**

☐ **E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of $1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**

☐ **F. Other (Builder's Risk, etc.):_____.**

☒ **G. CERTIFICATE HOLDER: TOWN OF GREENWICH**
ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter **must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

AGENT/BROKER
(LETTERHEAD)

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re: Town of Greenwich/Board of Education / Contract #

Dear Mr. Watts:

The undersigned hereby certifies as follows:

(1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;

(2) The Town of Greenwich, Board of Education, and Fuller D'Angelo P. C. Architecture & Planners have been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured]**;

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;

(4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and

(5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GENERAL AGGREGATE LIMIT APPLIES ☐ POLICY ☐PROJECT ☐ LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS ☐ ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND				WC STATU- OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE – POLICY LIMIT
	Professional Liability				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: The Town of Greenwich/ Board of Education , are named as additional insured for Contract # 6473

CERTIFICATE HOLDER	X	**ADDITIONAL INSURED; INSURER LETTER:** __	**CANCELLATION**
Certificate Holder: **Town of Greenwich** **Board of Education** **101 Field Point Road** **Greenwich, CT 06830**			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESETNATIVE

REQUISITION FOR PARTIAL PAYMENT - WAIVER OF LIENS

PROJECT	**OWNER**
GENERAL CONTRACTOR	**SUBCONTRACTOR/VENDOR**
CONTRACT	**WORK COMPLETE**
PROJECT:	CONTRACT - $
TRADE:	CHANGE ORDERS - $
CONTRACT - $	TOTAL COMPLETE - $
CHANGE ORDERS - $	RETAINAGE (___%) - $
TOTAL CONTRACT - $	LESS PRE. REQ. - $
	THIS REQUISITION - $

Waiver of Lien

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the date below and to be legally bound hereby:

WITNESS: _____ FIRM: _____

BY:_____ DATE: _____

CORPORATE ACKNOWLEDGEMENT

)SS.
)

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ _____; that he is the officer of the said corporation executing the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ _____ that he is the individual who executed the foregoing instrument.

_____
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ _____; that he is the partner in the firm of _____ doing business under the name of _____ and that he executed the foregoing instrument on behalf of said partnership.

_____
Notary Public

SECTION 00 61 00

BOND REQUIREMENTS

SEE SECTION 00 61 01 FOR ACCEPTABLE BONDING COMPANY RATINGS

1.01 Prior to the Owner signing the contract agreement, he will require the Contractor (s) to furnish separate performance and labor and material payment bonds covering the faithful performance of the entire construction contract agreement.

The performance bond and the labor and material payment bond shall each be made out in one hundred percent (100%) of the guaranteed maximum contract amount.

1.02 The "Performance Bond" and "Labor and Material Payment Bond", A.I.A. Document A-312, as published by The American Institute of Architects shall be used and modified, if necessary, to comply with applicable statutes.

NOTE: Date of forms to be used shall be complimentary to the date of the contract form and general conditions incorporated within these Bidding and Contract Requirements.

1.03 The bonds shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney.

1.04 Provide four (4) copies each of the bonds and the power of attorney in order that one (1) copy of each may be attached to each copy of the contract agreement.

1.05 The Contractor (s) shall include in his proposal amount the total premiums for the performance and labor and material payment bonds.

End of Section

SECTION 00 61 01

BONDING COMPANY REQUIREMENTS

Acceptable Bonding Company Ratings

Contract Amounts ($)	A.M. Best Company Rating							
	A + XII	B + XI	B + X	B X	B IX	B VIII	B VII	B VI
10 Million and Over	▲							
7.5 to 10 Million	▲	▲						
5.0 to 7.5 Million	▲	▲	▲					
2.5 to 5.0 Million	▲	▲	▲	▲				
1.0 to 2.5 Million	▲	▲	▲	▲	▲			
0.5 to 1.0 Million	▲	▲	▲	▲	▲	▲		
0.25 to 0.5 Million	▲	▲	▲	▲	▲	▲	▲	
0.25 and Under	▲	▲	▲	▲	▲	▲	▲	▲

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Greenwich Public Schools
Central Office/Havemeyer
290 Greenwich Avenue
Greenwich, CT 06830

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Greenwich PS - District Wide Oil Tank Removal
- Eastern Middle School, 51 Hendrie Avenue, Riverside, CT 06878
- Western Middle School, 1 Western Junior Highway, Greenwich, CT 06830
- Cos Cob School, 300 East Putnam Avenue, Cos Cob, CT 06807
- North Street School, 381 North Street, Greenwich, CT 06830
- Old Greenwich School, 285 Sound Beach Avenue, Old Greenwich, CT 06870

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Greenwich Public Schools
Central Office/Havemeyer
290 Greenwich Avenue
Greenwich, CT 06830

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Greenwich PS - District Wide Oil Tank Removal
- Eastern Middle School, 51 Hendrie Avenue, Riverside, CT 06878
- Western Middle School, 1 Western Junior Highway, Greenwich, CT 06830
- Cos Cob School, 300 East Putnam Avenue, Cos Cob, CT 06807
- North Street School, 381 North Street, Greenwich, CT 06830
- Old Greenwich School, 285 Sound Beach Avenue, Old Greenwich, CT 06870

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Central Office/Havemeyer
290 Greenwich Avenue
Greenwich, CT 06830

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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User Notes: (1867278963)

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

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

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Greenwich Public Schools
Central Office/Havemeyer
290 Greenwich Avenue
Greenwich, CT 06830

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Greenwich PS - District Wide Oil Tank Removal
- Eastern Middle School, 51 Hendrie Avenue, Riverside, CT 06878
- Western Middle School, 1 Western Junior Highway, Greenwich, CT 06830
- Cos Cob School, 300 East Putnam Avenue, Cos Cob, CT 06807
- North Street School, 381 North Street, Greenwich, CT 06830
- Old Greenwich School, 285 Sound Beach Avenue, Old Greenwich, CT 06870

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Central Office/Havemeyer
290 Greenwich Avenue
Greenwich, CT 06830

ADDITIONS AND DELETIONS:
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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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SECTION 00 63 00

REQUESTS FOR INFORMATION

Part 1 - GENERAL

1.1 This document is for issuance at the Post Bid/Pre-Construction Conference and specifies administrative and procedural requirements for handling requests for information (RFI's) made after award of Contract.

1.2 Attention is directed to Sections 01 33 00 and the balance of Division #1 documents as same concerns construction progress schedules, submittal schedules and submittals of shop drawings, samples and product data in general.

1.3 SUBMITTAL PROCEDURES: RFI's shall be submitted in the following manner:

A. One (1) completed copy of form following to Architect with copies to Owner (as directed) and appropriate Consultants with the following minimum information:
   1. Work identified by RFI listing affected Drawing(s) and specific detail(s) and Specification paragraph reference(s).
   2. Identify specific field conditions and "as-built" conditions on sketches attached to RFI submittal.
   3. If RFI addresses conflict(s) in, or between, Contract Documents, describe completely and provide such data necessary to permit thorough and proper response by affected discipline.
   4. Indicate proposed solution along with any impacts on cost and construction time.
   5. Listing of Trade/Specialty Contractors affected by RFI and indication that RFI proposal has been coordinated with said contractors.

INCOMPLETE RFI's WILL BE RETURNED TO CONTRACTOR WITHOUT ACTION TAKEN.

1.4 REVIEW PROCEDURES/ACTION:

A. Architect/Engineer may request additional information or documentation as may be deemed necessary for fair evaluation of RFI, OR

B. Architect/Engineer will respond with reasonable promptness as outline in Section 01 33 00 in writing and may, if appropriate, issue a "Bulletin" as a clarification to the Contract Documents

End of Section

Date of Request: _____ RFI NUMBER _____

Contractor:	**Architect**: KG+D Architects, PC	
Address:	**Address**: 285 Main Street Mount Kisco, NY 10549	
Telephone:	**Telephone**: 914.666.5900	
Fax:	**Fax**: 914.666.0051	
Email:	**Email**:	
Project Name:	**Project Location**:	
Description, complete with backup data as necessary attached hereto:		
Sketches of Conditions	Spec Reference:	Drawing Reference:
Proposed Solution:		
Cost Impact:	Time Impact:	
Trade/Specialty Contractors Affected:		
Trade/Specialty Contractors Coordinated With:		
Submitted By:		
Architect's Response:		
Response By:	Date of Response:	

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

«Greenwich PS - District Wide Oil Tank Removal»
«Greenwich, CT 06830»

THE OWNER:
(Name, legal status and address)

«Greenwich Public Schools»«»
«290 Greenwich Avenue
Greenwich, CT 06830»

THE ARCHITECT:
(Name, legal status and address)

«KG+D Architects, PC»«»
«285 Main Street
Mount Kisco, NY 10549»

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12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

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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.

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

§ 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

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

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§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

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§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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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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SECTION 01 25 00

PRODUCT OPTIONS AND SUBSTITUTIONS

1.01 GENERAL

A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.

B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

A. Approved Equal Clause
B. Substitution Requests
C. Options
D. Contractor's Representation
E. Reimbursements

1.03 APPROVED EQUAL CLAUSE

A. Throughout the Specifications, types of material may be specified by manufacturer's name and catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Inclusion by name, of more than one manufacturer or fabricator, does NOT necessarily imply acceptability of standard products of those named. All manufacturers, named or proposed, shall conform, with modification as necessary, to criteria established by Contract Documents for performance, efficiency, materials and special accessories.

B. Contractor may assume the phrase "or approved equal" except that the burden is upon the Contractor to prove such equality and to satisfy Architect that proposed substitute is equal to, or superior to, the item specified.

1.04 SUBSTITUTION REQUESTS

A. If the Contractor elects to prove such equality, he must request the Architect's and the Owner's approval in writing for substitution of such items for the specified items, stating the differences involved with and submitting supporting data and samples, if required, to permit a fair evaluation of the proposed substitution with respect to -

1. Performance;
2. Delivery times and effect on schedules, if any;
3. Safety;
4. Function;
5. Appearance;
6. Quality and durability;
7. Any required license fees or royalties;
8. Warranty terms and conditions;

The contractor shall submit a separate request for each product, supported with complete data, with drawings and samples as are appropriate to substantiate the above.

B. The Architect, as set forth in the Post Bid Requirements in Section 00 21 00, will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

1.05 OPTIONS

A. Where Technical Specifications permit Contractor to select optional materials, items, systems, or equipment, the selection of such options is subject to the following conditions:
   1. Once an option has been selected and approved, it shall be used for the entire contract.
   2. The Contractor shall coordinate his selection with the drawings and specifications and make all necessary adjustments without additional cost to the Owner.

1.06 CONTRACTOR'S REPRESENTATION

A. A request for a substitution constitutes a representation that the Contractor:
   1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified;
   2. Will provide the same warranties or bonds for the substitution as for the product specified;
   3. Will coordinate the installation of an accepted substitution in the work, and make such other changes in the work as may be required for installation to make the work complete in all respects;
   4. Will waive all claims for additional costs, under its responsibility, which may subsequently become apparent.
   5. **Will have coordinated installation with all affected trade contractors, specialty contractors and the like and will be responsible for any and all costs which may arise as a result of this substitution.**

1.07 REIMBURSEMENTS

A. As outlined in Section 01 33 00, when resubmittals of materials, equipment and accessories to be incorporated in the project are necessary due to failure of Contractors to properly coordinate submittals, the submitting Contractor shall compensate the Design Professionals for required re-reviews of said submittals in accordance with the following fee schedule:

   Principal's Time ---------- $ 250.00 per hour
   Associate's Time ---------- $ 175.00 per hour
   Employees Time ------- Direct Personnel Expenses X 3.0

   Engineer's Time ---------- $ 200.00 per hour

   The charges incurred will be deducted from the ensuing requisition at the direction of the Owner.

End of Section

SECTION 01 29 00

APPLICATIONS FOR PAYMENT

1.01 GENERAL

A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.

B. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment, and supplements provisions of the Contract.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

A. Schedule of Values

B. Applications for Payment

1.03 SCHEDULE OF VALUES

A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
   a. Contractor's Construction Schedule.
   b. Application for Payment forms, including Continuation Sheets.
   c. List of subcontractors.
   d. Schedule of alternates.
   e. Schedule of allowances
   f. List of products.
   g. List of principal suppliers and fabricators.
   h. Schedule of submittals.
2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than seven (7) days before the date scheduled for submittal of the initial Applications for Payment.
3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one-line item for each Specification Section. For major trades with total line items exceeding $25,000, provide a separate, back-up breakdown of each such trade with line items for identifiable units of work within such trade each of which has a value not exceeding $25,000. Provide a computed unit price for each line total.

1. Identification: Include the following Project identification on the Schedule of Values:
   a. Project name and location
   b. Name of the Architect
   c. Project number
   d. Contractor's name and address
   e. Date of submittal

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value.
   h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
   i. Phase Area (as applicable).

   NOTE: Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

3. Provide a breakdown of the Contract Sum by Phase Area in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Application for Payment may include materials or equipment, purchased or fabricated and stored, but not installed.

   Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Unit Price Work: Show the line-item value of unit-cost allowances, as a product of the unit multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
8. Temporary facilities, clean up and other major cost items and correction of existing conditions are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion and the final Application for Payment involve additional requirements.

B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement or in absence thereof the previous month.

C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form of Applications for Payment. Separate Continuation Sheets shall be provided for work which takes place on each building which shall detail that portion of the contract which is attributable to the specific building. The project name shall be clearly shown on the top of each continuation form.

D. Application Preparation: Complete every entry on the form. Include notarization and execution of person authorized to sign legal documents on behalf of the Contractor. The Architect will reject, and return, incomplete applications without action.
   1. Entries shall match data on the approved Schedule of Values and the Contractor's Construction Schedule. Update schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
   3. Provide copies of payrolls which are signed and notarized documenting compliance with prevailing wage laws as applicable to particular project.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

   Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub subcontractors and suppliers for the construction period covered by the previous application.
   1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
   2. When an application shows completion of an item, submit final or full waivers.
   3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

      Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

   4. Waiver Forms: Submit waivers of lien on forms provided, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, shall include the following prerequisites to processing:
1. List of subcontractors, approved.
2. List of principal suppliers and fabricators, approved.
3. Schedule of Values, approved.
4. Contractor's Construction Schedule, approved.
5. Schedule of principal products.
6. Schedule of unit prices, approved.
7. Submittal Schedule, approved.
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits as applicable to project requirements.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of pre-construction meeting.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire the Owner's insurance.
17. Initial settlement survey and damage report, if required by particular project.
18. Safety plan

H. Monthly Application for Payment Administrative actions and submittals, that must precede or coincide with submittal of the periodic Application for Payment, shall include the following:
1. As-built Record documents, required documents and submittal records on site.
2. Contractor's construction schedule, updated, with corrective action plan as applicable.
3. Material Status Report.
4. Stored Materials forms.
5. Submittal Schedule and submittal status reports.
6. RFI submittal and status log.
7. Monthly Progress report, and Notarized Progress Report Statement from each Contractor’s manager/superintendent stating that the work is on schedule, and that Contractor will meet the Substantial Completion date for the Work, and the Substantial Completion dates for every portion established under Construction Phasing Schedule Section.

I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previous to Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include:
    a. Occupancy permits and similar approvals.
    b. Warranties (guarantees) and maintenance agreements.
    c. Test/adjust/balance records.

d. Maintenance instructions.
e. Meter readings.
f. Startup performance reports.
g. Changeover information related to Owner's occupancy, use, operation, and maintenance
h. Final cleaning.
i. Application for reduction of retainage and consent of surety.
j. Advice on shifting insurance coverages.
k. Final progress photographs.
l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey as and/if required by project documents.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.
11. Consent of Surety to final payment.

Part 2 - PRODUCTS - NOT USED

Part 3 - EXECUTION - NOT USED

End of Section

SECTION 01 29 03

LABOR AND/OR MATERIALS AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____)

_____
(Name)

being duly sworn, deposes and says that he/she is the _____
(Officer)

of _____
(Name of Company)

furnishing Labor and or Materials in connection with a public improvement for

_____
(Description of Improvement)

That, to his/her knowledge, all subcontractors for Labor and/or Materials Dealers have been paid the amount of money due them or not less than the amount paid by Owner to the Contractor as shown by previous requisitions.

_____
(Signature)

_____
(Title)

(Corporate Seal)

State of)
)ss:
County of)

Sworn to Before Me
This _____ Day of _____, 20___.

_____
Notary Public

(Stamp)

SECTION 01 29 04

DAILY AND WEEKLY WAGE AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____)

_____
(Name)

being duly sworn, deposes and says that he/she is the _____ of
(Officer)

_____
(Name of Company)

furnishing Labor and or Materials in connection with a public improvement for

_____
(Description of Improvement)

That, to his/her knowledge, all laborers for Daily and Weekly Wages employed by

_____, on such improvement, have been paid in full except

_____
(Name and Amount Due, If Any)

This statement read, subscribed and sworn to by me to induce the said Owner to make payment under Contract for such improvement.

_____
(Signature)

_____
(Title)

(Corporate Seal)

State of)
)ss:
County of)

Sworn to Before Me
This _____ Day of ____, 20__.

_____
Notary Public
(Stamp)

SECTION 01 33 00

SUBMITTAL REQUIREMENTS

NOTE: SUBMISSIONS CAN BE MADE ELECTRONICALLY PROVIDED THAT SAID SUBMISSIONS FOLLOWS THE CRITERIA OUTLINED HEREIN AND BOTH THE FORMAT FOR THE OVERALL PROCESS IS AGREED TO BETWEEN ALL PARTIES PRIOR TO INITIAL START OF THE PROJECT.

1.01 GENERAL

A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.

B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

C. Where practical, submittals shall be made in groupings where installations are complimentary, i.e. steel, steel decking, steel stairs, stair railings; roof systems/flashings; etc. Failure to comply with this requirement will be cause for rejection of any or all submittals.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

A. Approved Equal Clause/Substitutions/Options
B. Certification
C. Manufacturer's Instructions
D. Shop Drawings
E. Samples
F. Material Safety Data Sheet (MSDS) Submittals
G. Scheduling of Submittals
H. Job Progress Schedule
I. Progress Photographs
J. Certificates
K. Construction Waste Management Procedures and Certifications – See Section 01 74 19.
L. V.O.C. Compliance certification – See individual technical sections.

1.03 APPROVED EQUAL CLAUSE/SUBSTITUTIONS/OPTIONS - Section 01 25 00

1.04 CERTIFICATION

A. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of this work for which specific performance requirements and/or manufacturers' specifications are listed.

It shall be the responsibility of the Contractor to secure two (2) copies of each certification when required and transmit same to the Architect and designated representative of the Owner.

B. Sample Certification Form (2 pages) Section 01 33 06 is included in this manual. Each item requiring certification shall be so noted and affidavits shall be filed singly to cover each specified material, installation, application and the like.

CERTIFICATIONS SHALL BE SUBMITTED AS PART OF THE CLOSE OUT DOCUMENT REQUIREMENTS SET FORTH IN SECTION 01 77 00.

C. Packaged Equipment: Where packaged (factory assembled) mechanical and electrical equipment is furnished, a certificate shall be included with the submission of shop drawings or catalog data stating that the equipment complies with OSHA, National Electric Code, and applicable Underwriter's Laboratories Standards in respect to motor protection, grounding and protection against hazards, and is approved by all Regulatory Agencies.

1.05 MANUFACTURER'S INSTRUCTIONS

A. Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications or recommendations, before the item is installed.

1.06 SHOP DRAWINGS

- Submittals shall be made in groupings where installations are complementary, i.e. steel, steel decking, steel stairs, stair railings; roof systems/flashings; mechanical and electrical apparatus and the like. Failure to comply with this requirement will be cause for rejection of any or all submittals.
- The Contractor is encouraged to submit for approval products made from recycled and/or environmentally responsible material. Every effort will be made by the Design Professional Team to approve these materials; the substitution request procedure shall still be enforced.

A. The following serves as a further definition of the requirements for shop drawing submittals as covered in the Contract:

1. The Contractor shall submit to the Architect with such promptness as to cause no delay in the work, layout, detail, schedule, setting, product data and shop drawings for each part of the work as specified or required.
   a. Submission of data for review by the Structural and Mechanical/Electrical Engineers shall be sent directly to those Engineers with duplicate transmittals sent to the Architect.
2. BEFORE SUBMITTING ANY DATA FOR APPROVAL, THE CONTRACTOR SHALL CHECK THE SUBMITTALS OF ALL SUBCONTRACTORS FOR ACCURACY AND CONTRACT COMPLIANCE. ALL SUBMITTALS SHALL BE UNDER THE COVER SHEET ATTACHED HERETO. SUBMITTALS NOT COMPLYING WITH THE ABOVE SHALL BE RETURNED TO THE SUBMITTING CONTRACTOR WITHOUT EXAMINATION BY THE ARCHITECT. Contractor shall see that all work contiguous with and having bearing on work indicated on drawings is accurately and distinctly illustrated and that work shown is in conformity with contract requirements.

3. Shop drawings shall be numbered consecutively and shall represent:
   a. All working and erection dimensions.
   b. Arrangement and sectional views.
   c. Necessary details, including information for making connections to other work.
   d. Kinds of materials and finishes. Colors, where applicable
4. Shop drawings shall be dated, and shall generally contain:
   a. Name and Number of project.
   b. Name, address and telephone number of submitting Contractor.
   c. Description of required equipment, materials, and classification item numbers.
   d. Locations at which materials or equipment are to be installed in the Work.
   e. Identification of drawings, schedules, notes and/or details and specification sections and related paragraphs/articles to which they apply.
   f. Equipment or fixture identification corresponding to that used in Contract Documents.
   g. Accessories and special or non-standard features and materials which are being furnished.
   h. Properly marked with external connection identification as related to the project where they consist of standard factory assembly or field installation drawings.

   In addition to the general data required above, mechanical and electrical submissions shall contain:

   a. Manufacturer's specifications including materials of construction, metal gauge, thickness and finish.
   b. Certified dimensional drawings including clearances required for maintenance or access
   c. Performance data, ratings, operating characteristics, and operating limits.
   d. Electrical ratings and characteristics.
   e. Wiring and control diagrams, where applicable.
   f. Certifications requested, including UL label or listing.
   g. List of accessories which are required but are NOT being provided by the product manufacturer or are NOT being furnished under this Section. Identify the Section(s) under which the accessories are being furnished.
5. Submission of data for approval shall be accompanied by letter of transmittal, in duplicate, containing the name of the project, Contractor's name, number of drawings, titles and other pertinent data.
6. Procedure for Submitting Shop Drawings and Product Data:

   The contractor shall submit five (5) copies of data, for standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the items to be furnished, scale details, sizes,

dimensions, performance characteristics, operating clearances, capacities, wiring diagrams and all other pertinent information.

Two copies of reviewed submissions will be returned to the contractor.

For all other shop drawings, Contractor shall submit one transparency for each drawing until final approval is obtained.

Each drawing transparency shall have a clear space approximately 4 inches by 10 inches on the right-hand side for stamps showing "Date Received" and disposition of submittal.

In addition to the transparency, three (3) prints shall be required.

a. After completion of checking, the Architect, and Engineer (as appropriate) will retain one print for his record and return the transparencies to the submitting Contractor.

The average "turn around time" of any one in-house submittal by the Architect shall not exceed 15 business days for review and at least 20 business days when another consultant is involved.

b. For drawings returned "Resubmit", "Amend & Resubmit", "Disapproved" or "Rejected-Resubmit", the original drawings shall be corrected, a new transparency made, and resubmitted until final approval.

NOTE: The Owner reserves the right to backcharge the Contractor for the additional costs beyond the review of any resubmittal as outlined in Section 01 25 00.

c. For drawings returned "Approved", "No Exceptions Taken", "Approved as Noted", and "Make Corrections Noted", the Contractor shall obtain and provide sufficient prints as required for the field.

NOTE: It is the responsibility of the contractor to confirm all dimensions, quantities, and the coordination of materials and products supplied by him with other trades. Approval of shop drawings containing errors does not relieve the contractor from making corrections at his expense.

7. No work as called for by shop drawings shall be done until Architect's approval.
8. IF SUBMITTALS SHOW VARIATIONS FROM CONTRACT REQUIREMENTS BECAUSE OF STANDARD SHOP PRACTICES, OR OTHER REASONS, CONTRACTOR SHALL MAKE SPECIFIC MENTION OF SUCH VARIATION IN HIS LETTER OF TRANSMITTAL.

9. APPROVAL OF SHOP DRAWINGS IS GENERAL. IT SHALL NOT RELIEVE CONTRACTOR OF THE RESPONSIBILITY FOR ACCURACY OF SUCH DRAWINGS, NOR FOR THE FURNISHING OF MATERIALS OR PROVISION OF WORK REQUIRED BY THE CONTRACT AND NOT SHOWN ON THE SHOP DRAWINGS.

   Unless it is an interpretation of design intent, approval of shop drawings shall not be construed as approval of departures from Contract.

10. If the Contractor should alter any information on previous submittals, besides the notations called for by the Architect, he must circle this new information to bring it to the Architect's attention.

11. Where practical, in submitting data for approval, all associated drawings, product data and the like, relating to a complete assembly shall be submitted at one and the same time so that each may be checked in relation to the entire proposed assembly.

   PARTIAL SUBMISSIONS WILL BE RETURNED WITHOUT ACTION TAKEN.
   EXTRANEOUS MATERIAL ON PRODUCT DATA SHEETS SHALL BE STRUCK PRIOR TO SUBMITTAL.

   Resubmittals of any data shall be “complete”, i.e. – Lighting Fixture resubmittal shall include all fixtures whether or not some have been approved so that when the entire submittal is approved, a full record copy is on file.

12. Contractor shall have copies of all approved shop drawings as listed in Paragraph 1.06.A.6 above on the job at all times and shall make them available to the Architect or the Owner's representatives.

1.07 SAMPLES

A. The following serves as a further definition of the requirements for sample submittals as covered in the Contract:
   1. Names of proposed manufacturers, materialsmen and dealers who are to furnish materials, fixtures, appliances or other fittings shall, where practical, be submitted to the Architect for early approval to afford proper investigation and check.
   2. No manufacturer will be approved for any materials to be furnished under this contract unless he shall be of good reputation and shall have plant of ample capacity and shall have successfully produced similar products.
   3. All transactions with manufacturers and subcontractors shall be through the Respective Prime Contractors.
   4. Unless otherwise specified, samples shall be in duplicate (2) and of adequate size to show quality, type, color, range, finish, texture, etc.

   INTERRELATED COLOR SELECTIONS WILL NOT BE MADE UNTIL ALL PERTINENT SAMPLES ARE MADE AVAILABLE TO ARCHITECT.

Deliver one (1) sample to field office and one (1) sample to Architect's office unless otherwise directed.

5. Each sample shall be labeled, bearing material and quality names, submitting Contractor's name, and project name, and other pertinent data.

   In accordance with OSHA regulation Number 1910.1200, a Material Safety Data Sheet (MSDS) shall be submitted for each product to be incorporated in the work.

   The sole purpose for requiring submittal of MSDS sheets as outlined herein and respective technical sections is to advise the General Contractor that health and safety is of primary importance to the execution of the work and for the future occupants of the project under construction. It is to be assumed, and will be enforced, that the submission of MSDS sheets be made as a separate package, covered by it's own transmittal and marked "for evidence of legal compliance". This submission will be noted and returned with a stamp indicating "SUBMITTED INFORMATION ONLY, NOT REVIEWED". **Failure to observe these submittal requirements will be cause for rejection of the entire submittal.**

   The safe handling of products by the applicator according to MSDS warnings is a safety issue, like any other, entirely within the purview of the General Contractor.

6. Where Specifications require manufacturer's printed installation directions, such directions and diagrams shall accompany samples.

   Coordinate with Paragraph 1.05 herein

7. A duplicate letter of transmittal from the submitting Contractor requesting approval of the sample shall accompany the samples.
8. Transportation charges to designated locations must be prepaid on all samples.
9. Materials shall not be ordered until approval is received in writing from the Architect.

   All materials shall be furnished equal in all respects to the samples which were approved.

1.08 MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTALS

A. As specified in Paragraph 1.07 of this Section and within the technical sections forming this Specification, the Contractor is directed to the following requirements concerning "MSDS" submissions.
   1. Submit MSDS's for all products used during construction whether incorporated within the work or used in the performance of the work.
   2. Identify which products may be harmful to construction workers or other building occupants.

3. Develop means and methods for protection of construction workers and other building occupants from potentially harmful products. **Submit said means and methods to the Owner for review and approval**.

B. Further, the General Contractor with assistance from each individual contractor shall maintain a "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.

C. **Attention is directed Section 01 77 00, Article 1.04.A.12 for final closeout submittal of MSDS compilation to the Owner**.

1.09 PROGRESS PHOTOGRAPHS

A. This Article includes requirements for periodic construction photography by the General Contractor, utilizing digital camera equipment, to demonstrate construction progress and to serve as a communicative device when describing a given condition to others at a remote location, by means of the internet.

B. Photography shall be taken using a digital camera and electronic program which will download the digital photos in a JPEG format to a computer with resolution adequate to demonstrate the item under discussion.

C. One set of record prints will be required and filed with the monthly requisition. The JPEG files shall be transmitted to the appropriate parties who shall then have the option to view the picture(s) on screen or print them out using their own equipment.

D. It is the intention of this Section to provide a tool to enhance communications and reduce the amount of time required to address questions arising at the Project site. In this end, the Contractor shall utilize good judgment in providing photographs that are informative, and not merely repeating what is shown in the other photographs.

E. Provide factual representation of construction extent and conditions. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion, utilizing a normal lens.

F. Before starting work, the General Contractor shall take photographs of the site and the building interiors from different points of view sufficient in number to show all present conditions.

G. The minimum requirements, per requisition period are twelve (12) total (six (6) photographs of each of the Building units and six (6) interior views), and three (3) photographs of the Site Work, from different points of view designated by the Architect

1.10 CERTIFICATES

A. Submit a Summary of Solid Wastes Generated, manifests, weight tickets, and the like in accordance with requirements of Section 01 74 19 - Construction Waste Management.

B. Submit, as required by each technical section a certification for V.O.C. compliance.

End of Section

SUBMITTAL COVER SHEET

Contractor:_____

Address:_____ **Telephone:** (__)_____

Owner:

Name of Project:

TYPE OF SUBMITTAL:

☐ Shop Drawings	☐ Schedule	☐ Physical Sample
☐ Technical Data	☐ Certificate	☐ Color Sample
☐ Test Report	☐ Warranty	☐ _____

Submission #: **1st** **2nd** **3rd** **4th** (circle one)

Description:

Product Identification: _____

_____

Manufacturer: _____

Subcontractor/Supplier:_____

DOCUMENT REFERENCES: (Must be fully filled out)

Spec Section No.:_____ Drawing No(s):_____

Paragraph: _____ Rm. Or Det. No(s):_____

Contractor Remarks:

Contractor Submittal Review Stamp

THE ATTACHED MATERIAL HAS BEEN REVIEWED BY THE UNDERSIGNED AND IS BELIEVED TO COMPLY WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE UNDERSIGNED UNDERSTANDS VERIFICATION OF FIELD DIMENSIONS, AND COORDINATION WITH OTHER TRADES, REMAINS THE RESPONSIBILITY OF THE CONTRACTOR.

DATE: _____ BY (SIGN): _____

Consultant use below this line:

Architect Submittal Review Stamp

☐ NO EXCEPTIONS	☐ MAKE CORRECTIONS NOTED
☐ REJECTED	☐ REVISE AND RESUBMIT
☐ EXAMINED	☐ SUBMIT SPECIFIED ITEM

CHECKING IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. ANY ACTION SHOWN IS SUBJECT TO THE REQUIREMENTS OF THE PLANS & SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS WHICH SHALL BE CONFIRMED & CORRELATED AT THE JOB SITE; FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF HIS WORK WITH THAT OF ALL OTHER TRADES & THE SATISFACTORY PERFORMANCE OF HIS WORK

KG+D ARCHITECTS, P.C.

DATE: _____ BY: _____

Kaeyer, Garment + Davidson Architects, PC
285 Main Street, Mount Kisco, New York 10549
914.666.5900 kgdarchitects.com

I/WE, the MANUFACTURER/SUPPLIER and INSTALLER of _____
_____
as specified in Section Number _____ of the Contract Documents prepared by
Kaeyer Garment + Davidson Architects, PC; 285 Main Street; Mt. Kisco, NY 10549 for

District Wide Oil Tank Removal Project

Greenwich Public Schools
290 Greenwich Avenue
Greenwich, CT 06830

do (does) herein certify that -

1. All materials furnished for said project do fully comply with all specification requirements as stated within the Contract Documents;

2. That no asbestos containing materials of any nature are used in the work;

3. That execution of the Work covered by this certification has been performed in accordance with the drawings prepared by the design professional team.

CONTRACTOR: _____

CERTIFICATION BY: _____ TITLE: _____

ADDRESS: _____

CERTIFICATION DATED: _____

Distribution:

Original and One Copy to: Kaeyer, Garment + Davidson Architects, PC
285 Main Street
Mt. Kisco, NY 10549

One Copy to: To Be Issued at Pre-Construction Meeting

CERTIFICATION OF SPECIFICATION COMPLIANCE

CORPORATE ACKNOWLEDGEMENT

)SS.
)

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the officer of the said corporation executing the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the individual who executed the foregoing instrument.

_____
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the partner in the firm of _____ doing business under the name of _____ and that he executed the foregoing instrument on behalf of said partnership.

_____
Notary Public

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

Part 1 -GENERAL

1.01 GENERAL

A. Requirements set forth herein are in addition to and shall be considered as complementary to the General Conditions of the Contract and the balance of Division #1 and Technical Specifications.
B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
C. Definitions as apply to “Contractors" involved with the Work of this Project shall be as set forth in Division 0.

1.02 DESCRIPTION OF WORK

A. This Section specifies requirements for a complete program for implementation of waste management controls and systems for the duration of the Work.

1.03 INTENT

A. The Owner has established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
B. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized to the greatest extent practical. With regard to these goals the Contractor shall develop, for Owner's Representative's review and Architect's review,” a Waste Management Plan for this Project. Each Contractor shall be responsible for segregating their own waste into different dumpsters as directed by the Architect and/or Owner. The Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by governing laws of the jurisdiction of the Work.

1.04 WASTE MANAGEMENT PLAN

A. Waste Management Plan: The General Contractor shall provide a plan containing the following:
    1. Analysis of the proposed jobsite waste to be generated, including types and rough quantities.
    2. Landfill Options: The name of the landfills where trash and building debris will be disposed of, the applicable landfill tipping fees, and the projected cost of disposing of all Project waste in the landfills.
    3. Landfill Certification: Contractor's statement of verification that landfills proposed for use are licensed for types of waste to be deposited and have sufficient capacity to receive waste from this project.
    4. Alternatives to Landfilling: A list of each material proposed to be salvaged or recycled during the course of the Project. Include the following and any additional items proposed:
        a. Cardboard.

b. Clean dimensional wood.
c. Beverage containers.
d. Land clearing debris.
e. Concrete.
f. Bricks and masonry.
g. Asphalt.
h. Gypsum boards.
i. Acoustical ceiling material (grid separate).
j. Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel/ iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass and bronze.

5. Meetings: A description of the regular meetings to be held to address waste management.
6. Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
7. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

Part 2 -PRODUCTS -Not Used

Part 3 -EXECUTION

3.01 RECYCLING

A. Metal, including but not limited to aluminum stairs, structural beams and sections, and reinforcing steel shall be recycled.
B. Wood that is not painted and does not contain preservatives (i.e. creosote, arsenic, and chromium-containing preservatives) shall be segregated and recycled.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION -All sorting will be done "off site" by a recognized construction and demolition processing facility who will be responsible for provision of all documentation as to where loads were processed and the recycling rate achieved.

End of Section 01 74 19

SECTION 01 77 00

PROJECT CLOSE OUT

1.01 GENERAL

A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications. Where any apparent conflicts occur, this Section's requirements take precedence.

B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

C. Definitions as apply to "Contractors" involved with the work of this Project shall be as set forth in the Contract.

1.02 REQUIREMENTS INCLUDED IN THIS SECTION

A. Final Cleanup
B. Required Close Out Documentation
C. Orientation Instruction
D. Project Close Out Inspections
E. "Bake Out" Procedures

1.03 FINAL CLEANUP - Coordinate with Section 01 77 00

A. The Contractor shall leave the work ready for use and occupancy without the need of further cleaning of any kind.

B. The Contractor shall remove all tools, appliances, project signs, material and equipment from the phased areas as soon as possible upon completion of the work.

C. The work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

1.04 REQUIRED CLOSE OUT DOCUMENTATION

A. Prior to final payment, ***and as part of the final requisition,*** the Owner shall receive, in addition to those documents required by the General Conditions, the following:

1. Project record documents as per Section 01 77 19.
2. The Prime Contractor's general guarantees.
3. Specific guarantees of material, equipment and systems installed in the work.
4. A copy of all test data taken in connection with the work.
5. Three (3) copies of all operation and maintenance manuals which shall include:
   a. Sequence of Operation and Control Diagrams, corrected for as-built conditions.
   b. Parts List, including illustrations, assembly drawings and diagrams required for maintenance, predicted life of parts subject to wear, and recommendations for stocking spare parts.
   c. Copies of accepted shop drawings, charts and diagrams.
   d. Names, addresses and telephone numbers of manufacturer's representative and service company.

e. Letters from each manufacturer certifying that his equipment was properly installed and is operating in accordance with manufacturer's intent.
f. MSDS sheets tabulated and indexed as per specification sections.
g. Copies of all test reports, including balancing, and with corrections confirmed, must be provided with the contractor's request for a substantial completion inspection.
h. An "Underwriter's Certificate" shall be provided in the O&M manuals to be provided to the Owner.

6. All keys, tools, screens, ***attic stock,*** spare construction material and equipment required to be furnished to the Owner as part of the work.
7. Preventative Maintenance Schedule Sheets.
8. Copies of all Certification of Specifications Compliance as per Section 01 33 00.
9. Final survey if required by Municipality AND/OR Owner.
10. Record of Manufacturers Material Safety Data Sheets (MSDS).
11. Certified Payroll Records.
12. Final Summary of Solid Waste Disposal and Diversion: As specified in Section 01 74 19 - Waste Management.
13. Completion of work sufficient for Owner occupation as determined by the Certifying Authority
14. Completion of work sufficient for Owner FULL USE as intended by the Architect
15. List of incomplete work
16. Warranty information
17. Documentation that user group instruction, on operable systems, have been done. (operable doors, heating plants, etc.)
18. All Fire Safing/Stopping has been certified.
19. All doors, hardware, or other features in stairwells and means of egress are fully installed.
20. HVAC systems testing and balancing reports (approved by Architect)
21. Fire Protection and Alarm system reports (approved)
22. All necessary inspections and approvals complete (DOH, etc) for use of systems.

1.05 ORIENTATION INSTRUCTION

A. Prior to final payment appropriate maintenance personnel of the Owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment as required by the Contract.

1.06 PROJECT CLOSE OUT INSPECTIONS

A. When the Work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Contractor, prior to notification to the Architect, shall make a preliminary inspection of the Work to ensure that all the requirements of the Contract have been met and the Work is substantially complete and is acceptable.

Upon such notification, the Owner or the Architect shall make a detailed

inspection of the Work to ensure that all the requirements of the Contract have been met and that the Work is complete and is acceptable.

B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.

C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Architect. After receipt of this notification, the Owner or the Architect shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor.

D. After the receipt of notification of completion and all remaining contract exceptions, omissions and incompletions from the Contractor, the Owner and the Architect will reinspect the Work to verify completion of the exception items appearing on the report of final inspection.

Upon completion of reinspection, the Architect will prepare a certificate of final acceptance or will furnish to the Contractor a copy of the report of the Architect's reinspection detailing Work that is incomplete or obligations that have not been fulfilled but are required for final acceptance.

The Contractor shall pay the Architect for services performed in inspection beyond the original inspection and two reinspections of the same area, through a "credit" change order to the Owner in accordance with Schedule outlined in Section 01 25 00.

End of Section

SECTION 31 00 00

SITE PREPARATION, EXCAVATION AND GRADING
(Including Pavement Restoration)

Part 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work in this Section consists of the provision all, materials, labor and equipment and the like necessary and/or required for the complete execution of all site grading, shaping, removal, backfill and related preparation and protection work for this project as required by the schedules, keynotes and drawings, including but not limited to the following:

Note: See other sections of specification for requirements for fuel oil tank system excavation and backfill; provide required shoring of banks and protection of opening as specified herein.

1. Perform selective clearing and complete grubbing of the area of the site within the contract limit lines as may be required to complete the project.
2. Insure tank connections are cut and remove tank, pad and all appurtenances and legally dispose of off the Owner's property.
3. Strip and stock topsoil within areas subjected to re-grading and construction of improvements, underground systems and the like.
4. Construct storage piles to freely drain surface water and with 2-1/2 to 1 maximum slopes. Cover storage piles and/or seed surface to prevent windblown dust and erosion. Seed with perennial rye grass at the rate of 5 lbs. per 1000 sq. ft. of surface of topsoil stockpile.
5. Perform all site excavation and filling as required to produce new contour map including grading work for realignment of existing drives, parking, walks, structures and the like.
6. Perform required site demolition and alteration operations as necessary to accomplish the project work.
7. Provide required erosion, sedimentation and environmental control necessitated by site and governing codes.
8. It is a Contract requirement that all banks be stabilized with an erosion control mat system which will remain in place and be removed by this Contractor after bank establishment.
9. Implement erosion control standards promulgated by Connecticut State Building Code and the local municipality in connection with excavation and grading.
10. Remove, from the site at the Contractor's sole expense, all excavated material not suitable for filling and backfilling, or not required for such purposes.
11. Secure required permits and approvals from municipality, utility companies and other governing bodies having jurisdiction.
12. Provide all site protection, enclosures and other temporary construction and protection required by condition, ordinances, etc., including all fences, barricades, guard-rails, warning lights and other items as necessary and required by life safety codes.

13. Restore existing site, repave as required and the like and leave all impacted areas in “new” condition.
    a. Refer to Section 32 13 13 Concrete Paving for requirements.

Notes:

- The Contractors attention is directed to the mandated requirements that continuous unimpeded access to and form existing building wings and from parking to buildings be maintained at all times. The overall facility will be used throughout the entire construction period.
- Perform all pumping, dewatering, etc., necessary to maintain excavated spaces free of accumulated water.
- Provide bank retention systems as required to insure stability of excavations and surrounding construction including shoring, bracing, sheet-piling and similar protective construction.
- Perform cleanup and maintenance of site and surrounding access ways during entire project operations.

1.02 QUALITY ASSURANCE

A. Requirements given herein may be affected by other related requirements of the project specification. Correlation of Contract requirements is the responsibility of the Contractor.

B. Requirements of Regulatory Agencies
    1. Comply with all municipal, state and federal laws, ordinances, rules, orders and regulations pertaining to the work.
    2. Comply with applicable requirements of American National Standards Institute (ANSI) Standard A10.6-1969, Safety Requirements for Demolition.

C. Notify all corporations, companies, individuals or local authorities owning, or having jurisdiction over, utilities running to, through or across areas disturbed by demolition operations.

D. The Contractor shall notify the following prior to beginning operations:
    1. “Call Before You Dig” Hotline – 1-800-962-7962

1.03 JOB CONDITIONS

A. All protection work and general operations shall be governed by the requirements of OSHA, as most recently amended; as well as by Local and State environmental requirements.

B. Existing grades and other existing conditions are shown on the drawings to the best knowledge of the Architect. It is the responsibility of the Contractor to visit the site and to verify all existing conditions.

C. The Contractor shall take proper precautions not to damage any existing site conditions specifically excluded or expected from the Contract and will be held solely responsible for any damage occurring during the course of the work under construction. The Contractor shall, at his own expense, make any and all repairs as required to restore to the original condition any area or item so damaged or disturbed due to work required by this Contract.

D. The Contractor shall take all necessary measures to keep streets, over which equipment and service for project travel, clean and free from dirt, dust, mud and debris resulting from construction operations. The actions taken shall meet the requirements of all parties having jurisdiction. Coordinate with the applicable requirements of Division 1.

E. All work shall be laid out by the Contractor giving all points, lines and levels from

established points on the Contract Drawings and those control points and center line layout provided by the Owner.

1.04 PUMPING AND DEWATERING

A. The ground adjacent to all excavation shall be graded to prevent water running in. Keep excavations free from water. No claims for additional cost will be allowed for pumping and draining required for excavations.

1.05 FROST PROTECTION

A. Make no excavations to full depth indicated when freezing temperature may be expected, unless footings or slabs can be poured immediately after excavation had been completed.

B. Protect bottoms so excavated from frost if placing of concrete is delayed.

Part 2 - PRODUCTS

2.01 SELECT STRUCTURAL FILL (Granular) – To used for bedding of tank, backfill of tank and, in the event of contaminated earth removed, for replacement of removed soil.

A. Well graded natural sand and gravel free from organic material, loam, trash, snow, ice, frozen soil and other objectionable material and shall be well graded and conforming to the following gradation:

U.S. Sieve No.	Total % Passing by Weight	
	Max.	Min.
4"	100	
10	95	30
40	60	10
200	8	---

(Reference Test Method ASTM D 422)

2.02 SAND

A. Clean natural river or bank sand, free from silt, clay, loam, friable or soluble materials and organic matter, graded within the following limits:

Sieve Size	Percent Passing	
	Max.	Min.
No. 4	100	
No. 14	10	100
No. 100	4	30
No. 200	0	

2.03 CRUSHED STONE

A. All material to be placed where Specifications or Drawings call for crushed stone shall be clean washed gravel or crushed stone conforming to ASTM Designation C 33 Size 57, 1 inch to No. 4, graded as follows:

Sieve Size	Total % Passing by Weight	
	Max.	Min.

1"	---	100
3/4"	100	90
3/8"	55	20
#4	10	0
#8	5	0

2.04 ORDINARY FILL

A. Well graded, natural inorganic soil approved by the Architect and meeting the following requirements:

1. Free of organic or other weak or compressible materials, of frozen materials, and of stones larger than 6 inches maximum dimension
2. Of such nature and character that it can be compacted to the specified density in a reasonable length of time
3. Free of highly plastic clays, of all materials subject to decay, decomposition of dissolution, and of cinders or other materials which will corrode piping or other metal
4. Maximum dry density of not less than 110 pounds per cubic foot

NOTE - Material from excavation on the site may be used as ordinary fill if it meets the above requirements.

2.05 RESTRICTIONS: No fills shall contain brush, roots, sod rubbish or other perishable materials. All material shall be approved by the Architect, and if it is rejected, shall be removed at the Contractor's expense.

2.06 FILTER FABRIC

A. Polypropylene geotextile which is chemically and biologically inert
B. Manufacturers
   1. “Mirafi 14N”, manufactured by Celanese Fibers Marketing Co., NY, NY
   2. “Poly Filter-X”, manufactured by Carthage Mills, Cincinnati, OH
   3. “Supac-5P”, manufactured by Phillips Fibers Corp., Greenville, SC

2.07 EROSION CONTROL MATS

A. Knitted construction containing natural wood mulch similar and equal to that as manufactured by Erosion Control Systems (1020-03); North American Green, Inc. (Series “SC150”) or Synthetic Industries (“Polyjute”)

2.08 ASPHALTIC PAVING SYSTEMS

A. Base Construction - Section 304, Type 4
B. Binder Course - Sections 401 and 403; Materials, 702 series; Type 3 paving
C. Top Course - Sections 401 and 403; Materials, 702 series; Type 6 pavement
D. Tack Coat - Section 407; Materials, 702-90

Part 3 - EXECUTION

3.01 DEFINITIONS

A. All excavation is unclassified, and the cost thereof shall be included in the Bid Price.
   1. Unclassified excavation includes, but is not limited to: earth, rubbish, plain

or reinforced concrete, hard pan, soft rock, rock, clay, quicksand, boulders, masonry, metal and other items or materials encountered.

2. Rock for the purposes of this project is defined as such material that can not be removed by ripper, scabber, conventional excavation equipment (loader, backhoe, clamshell) and will require drilling and blasting, or boulders over two (2) cubic yards in volume in the field on one (1) cubic yard in trenches.

B. Words “excavating”, “excavate”, or “excavation”, “carried down”, “remove”, mean removal of all existing work or materials.

C. Excavation shall include all supplementary items normal to excavation work.

D. Included, but not limited to those items, are generally the following: shoring, bracing, piling and underpinning of unexcavated areas; sloping of walls of unexcavated areas so as to maintain those areas stable and safe; relocation, distribution, or disposal of excavated materials as specified.

3.02 TOPSOIL

A. Topsoil shall be reasonably free from subsoil, debris and stones larger than 2 inches in diameter.

B. The stored topsoil shall be left in piles to be used for finished grading.

3.03 EXCAVATION AND GRADING - General

A. Excavation and grading work shall include the shaping of the site as shown to accommodate the construction contemplated under this Contract.

B. If directed, remove unstable soil and replace with sand or gravel thoroughly compacted.

3.04 EXCAVATION - ROCK

A. Where rock is encountered, it shall be excavated by chipping, or as may be otherwise found necessary and all irregularities of surface shall be carefully examined, and all loose or shaken rock removed down to a solid horizontal bearing.

B. The Architect reserves the right to change slightly or radically, at his discretion, the design of the systems.

C. If the design is so changed, the contract price will be adjusted on a unit price basis.

D. All excavations shall be properly guarded and protected so as to prevent them from becoming dangerous to persons or property. Where necessary, they shall be sheet-piled, braced or shored to prevent the earth from caving in.

E. When excavations are made adjacent to existing structures the Contractor shall do all required bracing, shoring and protecting of the adjacent structures.

3.05 EXCAVATION, BACKFILL AND GRADING – New Tank and Piping Installation

A. Perform general excavation in accordance with accepted practice and maintain safe site conditions.

B. Provide a 12-inch minimum thickness of pea gravel or crushed stone as above between the full bearing surface of the tank and the concrete pad. Bed must be smooth and level.

C. Prior to placement of tank and concrete, provide a containment filter system of non-permeable material to ensure that any leakage of oil will be contained within the excavation.

D. After placement and curing of pad and placement and securement of the new tank, provide backfill as above insuring total coverage. Backfill shall be carried to top of tank and then work shall stop to permit filling of tank and piping connections by other trades. After connections are made, continue with backfilling operations to subgrade and complete the work.
E. If directed, remove unstable soil and replace with sand or gravel thoroughly compacted.

3.06 SHORING, SHEET-PILING AND BRACING

A. Where and when required, install sheet-piling, braced to maintain excavation banks in safe and stable condition. For sheet-piling, bracing, shoring use ample strength sound timber and/or structural steel shapes of sufficient dimensions.
B. The Contractor shall do all bracing, sheathing and shoring necessary to perform and protect all excavation as indicated in the drawings, as required for safety, or to conform to governing laws. No extra payment will be made for any bracing, sheathing and shoring.

3.07 FILLING, BACKFILLING AND GRADING

A. Provide material conforming to referenced Standards as specified in this Specification for all additional required fill at no cost to the Owner if sufficient quality or quantity of suitable material is not available on site.
B. Finished grades not otherwise indicated shall be uniform levels or slopes between points where levels are given or between such points and existing finished grades, except that the surface shall be rounded at abrupt changes in slopes.

3.08 COMPACTION REQUIREMENTS

A. Degree of compaction shall be in accordance with the following minimum densities as determined by ASTM D 1557-91, Modified Procter.

Fill and Backfill Location	**Percent/Max. Density**
Under Structure Foundations	95%
Top 2 feet under pavement, retaining and foundation wall backfill and building slab on grade base course	95%
Below top 2 feet under pavement, foundation wall backfill, and building slab on grade base course	92%
Trench backfill inside of building shall be compacted to degree set forth above for respective areas.	
Common fill within the top 3 feet of grade in grassed areas	92%
In grassed areas below 3 feet of grade	90%

3.09 ASPHALTIC CONCRETE PAVEMENTS

A. Asphalt pavements for parking areas shall consist of course construction shown and/or suitable for intended application.
B. The construction details shall comply with the requirements specified in the referenced Standard.

3.10 CONTAMINATED FILL WORK

A. The Contractor's attention is directed to the requirements concerning disposal of contaminated soil and bidding requirements governing same.
B. The Contractor shall base his development of unit prices upon the excavation and off-site disposal of all materials of whatever nature required to execute the work predicated on the excavation procedures specified herein and on TPH levels below 100 PPM.
C. In addition, the base bid shall include all costs of whatever nature associated with gridding the site, maintaining grade control, and material handling as described in these specifications.
D. Unit prices for premium costs associated with disposal of low level oil contaminated materials at specific landfills are required as specified in the Proposal Form, Section 00400.

3.11 CLEANUP

A. All areas within the project site shall be raked clean of all trash, wood forms and other debris upon completion of the work specified herein, spoil piles leveled, and excess materials disposed of as directed by the Architect.
B. Any soil or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.

End of Section

SECTION 31 50 00

EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. Section 31 00 00 Site Preparation, Excavation and Grading

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review geotechnical report.
2. Review existing utilities and subsurface conditions.
3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
4. Review proposed excavations.
5. Review proposed equipment.
6. Review monitoring of excavation support and protection system.
7. Review coordination with waterproofing.
8. Review abandonment or removal of excavation support and protection system.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.

B. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.

2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.
3. Indicate type and location of waterproofing.
4. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.6 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without Architect's and/or Owner's written permission.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Provide, design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.

1. Contractor Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.

2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

2.2 MATERIALS

A. General: Provide materials that are either new or in serviceable condition.

B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.

C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.

1. Corners: Site-fabricated mechanical interlock.

D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.

E. Shotcrete: Comply with Section 033713 "Shotcrete" for shotcrete materials and mixes, reinforcement, and shotcrete application.

F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.

G. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

H. Tiebacks: Steel bars, ASTM A 722/A 722M.

I. Tiebacks: Steel strand, ASTM A 416/A 416M.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

3.2 SOLDIER PILES AND LAGGING

A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches (50 mm) from a horizontal line and not more than 1:120 out of vertical alignment.

B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.

C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.3 SHEET PILING

A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.

B. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Limit vertical offset of adjacent sheet piling to 60 inches (1500 mm). Accurately align exposed faces of sheet piling to vary not more than 2 inches (50 mm) from a horizontal line and not more than 1:120 out of vertical alignment.

C. Cut tops of sheet piling to uniform elevation at top of excavation.

3.4 TIEBACKS

A. Drill, install, grout, and tension tiebacks.

B. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.

1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.

C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.5 BRACING

A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.

1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
2. Install internal bracing if required to prevent spreading or distortion of braced frames.
3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.6 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.7 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems to a minimum depth of 48 inches (1200 mm) below overlying construction and abandon remainder.
2. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earth Moving."
3. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.

B. Leave excavation support and protection systems permanently in place.

END OF SECTION 315000

SECTION 321313

CONCRETE PAVING

PART 1 - GENERAL

RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes Concrete Paving Including the Following:

1. Driveways.
2. Roadways.
3. Curbs and gutters.
4. Walks.

B. Related Requirements:

1. Section 31 00 00 Site Preparation Excavation and Grading

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and concrete paving construction practices.

2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete paving Subcontractor.
e. Manufacturer's representative of stamped concrete paving system used for stamped detectable warnings.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.

C. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:

1. Exposed Aggregate: 10-lb (4.5-kg) Sample of each mix.

D. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

C. Material Test Reports: For each of the following:

1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

D. Field quality-control reports.

1.7 QUALITY ASSURANCE

A. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.

B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Architect and not less than 96 inches (2400 mm) by 96 inches (2400 mm).
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.9 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

A. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from galvanized-steel wire into flat sheets.

B. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

D. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.

E. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars; assembled with clips.

F. Plain-Steel Wire: ASTM A 1064/A 1064M, galvanized.

G. Deformed-Steel Wire: ASTM A 1064/A 1064M.

H. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars; zinc coated (galvanized) after fabrication according to ASTM A 767/A 767M, Class I coating. Cut bars true to length with ends square and free of burrs.

I. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

J. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

K. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

L. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

M. Zinc Repair Material: ASTM A 780/A 780M.

2.4 CONCRETE MATERIALS

A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150/C 150M, portland cement Type I/II.
2. Fly Ash: ASTM C 618, Class C or Class F.
3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595/C 595M, type per field conditions.

B. Normal-Weight Aggregates: ASTM C 33/C 33M, uniformly graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:

1. Aggregate Sizes: 3/8 to 5/8 inch (10 to 16 mm) nominal.
2. Aggregate Source, Shape, and Color: match existing.

D. Air-Entraining Admixture: ASTM C 260/C 260M.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

F. Color Pigment: ASTM C 979/C 979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.
1. Color: match existing.

G. Water: Potable and complying with ASTM C 94/C 94M.

2.5 FIBER REINFORCEMENT

A. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

2.6 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry or cotton mats.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.7 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

E. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).

F. Pigmented Mineral Dry-Shake Hardener: Factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.

1. Color: match existing.

G. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch (9.5-mm) sieve and 85 percent retained on a No. 8 (2.36-mm) sieve.

2.8 STAMPED DETECTABLE WARNING MATERIALS

A. Detectable Warning Stamp: Semirigid polyurethane mats with formed underside capable of imprinting detectable warning pattern on plastic concrete; perforated with a vent hole at each dome.
1. Size of Stamp: One piece, size to match existing.

B. Liquid Release Agent: Manufacturer's standard, clear, evaporating formulation designed to facilitate release of stamp mats.

2.9 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Pozzolan: 25 percent.
2. Slag Cement: 50 percent.
3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture high-range, water-reducing admixture high-range, water-reducing and retarding admixture plasticizing and retarding admixture in concrete as required for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

E. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd. (0.90 kg/cu. m).

F. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

G. Concrete Mixtures: Normal-weight concrete.

1. Compressive Strength (28 Days): 4500 psi (31 MPa).
2. Maximum W/C Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).

2.10 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete batches of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For concrete batches larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph (5 km/h).
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch (13 mm) according to requirements in Section 312000 "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.

G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap of adjacent mats.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
2. Provide tie bars at sides of paving strips where indicated.
3. Butt Joints: Use epoxy-bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.

5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intersection of new and existing materials and at intervals of 50 feet (15.25 m) maximum.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.

   a. Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

   a. Tolerance: Ensure that sawed joints are within 3 inches (75 mm) either way from centers of dowels.

3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.

K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 SPECIAL FINISHES

A. Monolithic Exposed-Aggregate Finish: Expose coarse aggregate in paving surface as follows:

1. Immediately after float finishing, spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove when ready to continue finishing operations.
3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

B. Seeded Exposed-Aggregate Finish: Immediately after initial floating, spread a single layer of aggregate uniformly on paving surface. Tamp aggregate into plastic concrete and float finish to entirely embed aggregate with mortar cover of 1/16 inch (1.6 mm).

1. Spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove sheeting when ready to continue finishing operations.
3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on paving surface according to manufacturer's written instructions and as follows:

1. Uniformly spread 25 lb/100 sq. ft. (12 kg/10 sq. m) of dampened, slip-resistive aggregate over paving surface in two applications. Tamp aggregate flush with surface using a steel trowel, but do not force below surface.
2. Uniformly distribute approximately two-thirds of slip-resistive aggregate over paving surface with mechanical spreader, allow to absorb moisture, and embed by power floating. Follow power floating with a second slip-resistive aggregate application, uniformly distributing remainder of material at right angles to first application to ensure uniform coverage, and embed by power floating.
3. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
4. After curing, lightly work surface with a steel-wire brush or abrasive stone and water to expose nonslip aggregate.

D. Pigmented Mineral Dry-Shake Hardener Finish: After initial floating, apply dry-shake materials to paving surface according to manufacturer's written instructions and as follows:

1. Uniformly spread dry-shake hardener at a rate of 100 lb/100 sq. ft. (49 kg/10 sq. m) unless greater amount is recommended by manufacturer to match paving color required.
2. Uniformly distribute approximately two-thirds of dry-shake hardener over the concrete surface with mechanical spreader; allow hardener to absorb moisture and embed it by power floating. Follow power floating with a second application of pigmented mineral dry-shake hardener, uniformly distributing remainder of material at right angles to first application to ensure uniform color, and embed hardener by final power floating.
3. After final power floating, apply a hand-troweled finish followed by a broom finish.
4. Cure concrete with curing compound recommended by dry-shake hardener manufacturer. Apply curing compound immediately after final finishing.

3.9 DETECTABLE WARNING INSTALLATION

A. Blockouts: Form blockouts in concrete for installation of detectable paving units specified in Section 321726 "Tactile Warning Surfacing."

1. Tolerance for Opening Size: Plus 1/4 inch (6 mm), no minus.

B. Cast-in-Place Detectable Warning Tiles: Form blockouts in concrete for installation of tiles specified in Section 321726 "Tactile Warning Surfacing." Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete to comply with Section 321726 "Tactile Warning Surfacing" immediately after screeding concrete surface.

C. Stamped Detectable Warnings: Install stamped detectable warnings as part of a continuous concrete paving placement and according to stamp-mat manufacturer's written instructions.

1. Before using stamp mats, verify that the vent holes are unobstructed.
2. Apply liquid release agent to the concrete surface and the stamp mat.

3. Stamping: After application and final floating of pigmented mineral dry-shake hardener, accurately align and place stamp mats in sequence. Uniformly load, gently vibrate, and press mats into concrete to produce imprint pattern on concrete surface. Load and tamp mats directly perpendicular to the stamp-mat surface to prevent distortion in shape of domes. Press and tamp until mortar begins to come through all of the vent holes. Gently remove stamp mats.
4. Trimming: After 24 hours, cut off the tips of mortar formed by the vent holes.
5. Remove residual release agent according to manufacturer's written instructions, but no fewer than three days after stamping concrete. High-pressure-wash surface and joint patterns, taking care not to damage stamped concrete. Control, collect, and legally dispose of runoff.

3.10 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining cover curing, curing compound or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.11 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 (ACI 117M) and as follows:

1. Elevation: 3/4 inch (19 mm).
2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-feet- (3-m-) long; unleveled straightedge not to exceed 1/2 inch (13 mm).
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches (6 mm per 300 mm) of dowel.
8. Joint Spacing: 3 inches (75 mm).
9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
10. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

G. Concrete paving will be considered defective if it does not pass tests and inspections.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Prepare test and inspection reports.

3.13 REPAIR AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

GREENWICH PUBLIC SCHOOLS

DISTRICT-WIDE OIL TANK REMOVALS PROJECT

COS COB SCHOOL, 300 E PUTNAM AVENUE, COS COB, CT
NORTH STREET SCHOOL, 381 NORTH STREET, GREENWICH, CT
OLD GREENWICH SCHOOL, 285 SOUND BEACH AVENUE, OLD GREENWICH, CT
EASTERN MIDDLE SCHOOL, 51 HENDRIE AVE, RIVERSIDE, CT
WESTERN MIDDLE SCHOOL, 1 WESTERN JUNIOR HIGHWAY, GREENWICH, CT

BID ISSUE-4/16/2018

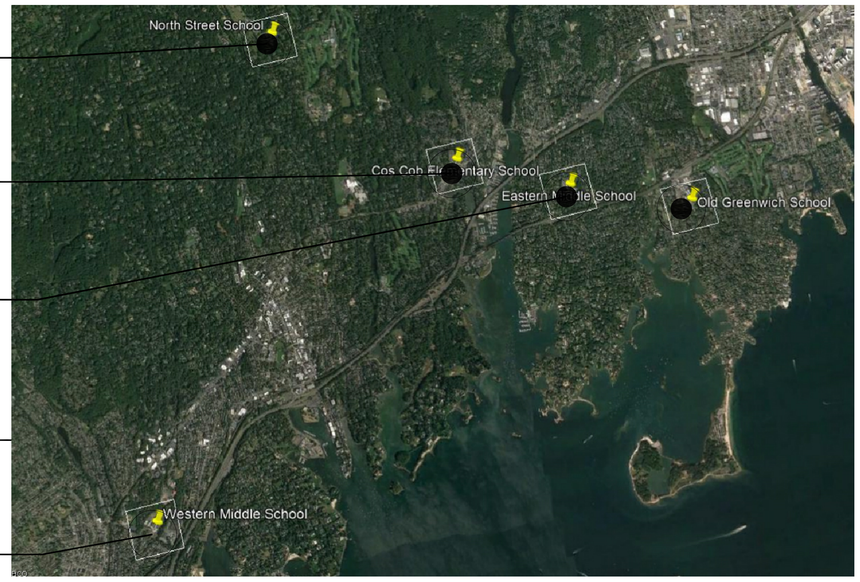
ADD/ALTERNATE 2
NORTH STREET SCHOOL
381 North Street, Greenwich, CT

ADD/ALTERNATE 3
COS COB SCHOOL
300 E Putnam Avenue, Cos Cob, CT

BASE BID
EASTERN MIDDLE SCHOOL
51 Hendrie Avenue, Riverside, CT

BASE BID
OLD GREENWICH SCHOOL
285 Sound Beach Avenue, Old Greenwich, CT

ADD/ALTERNATE 1
WESTERN MIDDLE SCHOOL
1 Western Junior Highway, Greenwich, CT



SITE LOCATION PLAN - NTS

LIST OF DRAWINGS

T-001 TITLE SHEET

CIVIL
C-101 OVERALL SITE PLAN AND NOTES
C-102 SITE DETAILS

PLUMBING
P-101 EASTERN MIDDLE SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN
P-102 OLD GREENWICH SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN
P-103 WESTERN MIDDLE SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN
P-104 NORTH STREET SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN
P-105 COS COB SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN

GREENWICH PUBLIC SCHOOLS
DISTRICT WIDE OIL TANK
REMOVALS PROJECT

Board of Education Bid No.
2202-18

KG&D Project No.
2018-1008

DESIGN TEAM

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914.666.5900 kgdarchitects.com

MEP ENGINEER
OLA Consulting Engineers
50 Broadway, Hawthorne, NY 10532
914.747.2800 olace.com

COVER
T-001

GENERAL NOTES

1. THE EXISTING TOPOGRAPHY and IMPROVEMENTS INFORMATION SHOWN ON THESE DRAWINGS WERE OBTAINED FROM FIELD SURVEYS. UTILITY LOCATIONS AND THEIR APPURTENANCES AS SHOWN ON THE SURVEY WERE DETERMINED FROM FIELD LOCATIONS AND SURFACE MOUNTED FEATURES VISIBLE AT THE TIME OF THE SURVEY. ALL EXISTING SUBSURFACE UTILITIES SHOWN WERE APPROXIMATED FROM SURFACE FEATURES. ADDITIONAL UNDERGROUND UTILITY LOCATIONS WERE OBTAINED FROM RECORD DESIGN DRAWINGS. THE CONTRACTOR IS ADVISED TO CALL CODE 54 PRIOR TO ANY EXCAVATION AND EXERCISE EXTREME CAUTION DURING THE EXCAVATION.

2. HORIZONTAL AND VERTICAL ALIGNMENTS SHALL BE PERFORMED AND ALL PROJECT RELATED LINES AND GRADES SHALL BE ESTABLISHED BY A LAND SURVEYOR LICENSED TO PRACTICE IN STATE OF CONNECTICUT.

3. THE WORK SHOWN ON THESE SITE DRAWINGS INCLUDES, BUT IS NOT LIMITED TO: DEMOLITION, INSTALLATION OF EROSION CONTROL DEVICES, REMOVAL OF CONCRETE, ASPHALT PAVEMENTS, EXCAVATION, SAW CUTTING, GRADING, INSTALLATION OF ASPHALT PAVEMENT, INSTALLATION OF CONCRETE PAVING, RESURFACING OF EXISTING ASPHALT PAVEMENT, PROTECTION OF EXISTING STORM DRAIN SYSTEMS, AND SEEDING OF DISTURBED AREA.

4. THE CONTRACTOR IS ADVISED THAT ADDITIONAL NOTES WILL BE FOUND ON SUBSEQUENT DRAWINGS AND SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWINGS THEY ARE PLACED IN, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.

5. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF GREENWICH PUBLIC SCHOOLS, TOWN OF GREENWICH, CTDOT, FAIRFIELD COUNTY AND SURROUNDING PROPERTY OWNERS SHALL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN THE PROPERTY OF GREENWICH PUBLIC SCHOOLS, TOWN OF GREENWICH, CTDOT, FAIRFIELD COUNTY AND SURROUNDING PROPERTY OWNERS, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE RESPECTIVE OWNER AT THE EXPENSE OF THE CONTRACTOR.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISIONS OF CT.D.O.T STANDARD SPECIFICATIONS, LATEST EDITION AND CURRENT OSHA REQUIREMENTS.

7. AREAS OF EXISTING PAVEMENT TO REMAIN, EXISTING PAVEMENT TO BE REMOVED AND NEW PAVEMENT ARE SHOWN ON DWG. C101. THE AREAS SO INDICATED ARE SCHEMATIC AND DO NOT NECESSARILY REPRESENT ALL AREAS TO BE REPLACED, REMOVED OR AREAS OF NEW PAVEMENT.

8. WHEN PAVEMENT SAW CUTTING IS REQUIRED THE DEPTH WILL BE AS FOLLOWS UNLESS OTHERWISE NOTED ON THE PLANS:

ASPHALT PAVEMENT - TOP COURSE DEPTH
CONCRETE PAVEMENT– FULL DEPTH

9. EXISTING PAVEMENT THAT IS TO REMAIN AND WHICH IS REMOVED OR DAMAGED DURING THE CONSTRUCTION WORK OF THIS CONTRACT IS TO BE RESTORED TO ITS ORIGINAL CONDITION.

10. UNLESS OTHERWISE SHOWN ON THE DRAWINGS THE CONTRACTOR SHALL MATCH THE MATERIAL, THICKNESS AND QUALITY OF ALL EXISTING PAVEMENTS THAT ARE TO BE REPLACED.

11. ALL UNPAVED AREAS WITHIN THE WORK AREAS, NOT PART OF A PLANTING BED, AND ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE TOPSOILED and SEEDED OR SOD. UNLESS OTHERWISE DIRECTED BY THE OWNER, TURFED AREAS, DISTURBED BY GRADING, OTHER WORK OF CONTRACTOR and/or DISTURBED ACCIDENTALLY SHALL BE BROUGHT TO THE PROPER SUBGRADE ELEVATION, FINE GRADED, TOPSOILED TO A MINIMUM DEPTH OF 6 INCHES; LIME, FERTILIZER and SEED SHALL BE APPLIED AS SPECIFIED. CONTRACTOR SHALL WATER AND MAINTAIN THE SEEDED AREAS UNTIL THEY HAVE BECOME WELL ESTABLISHED. REFER TO EROSION CONTROL NOTES FOR ADDITIONAL INFORMATION REGARDING PROTECTION OF NEWLY GRADED AREAS.

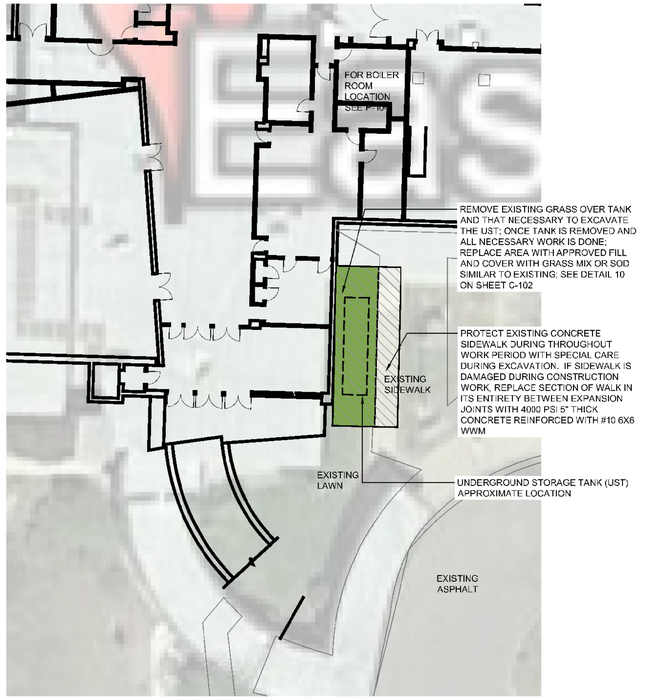
12. ANY EQUIPMENT REMOVED FROM THE FACADE OF BUILDING SHALL BE REPAIRED WITH MATCHING BRICK IF ABOVE FINISHED GRADE. ALL PATCHING BELOW FINISHED GRADE SHALL BE REPAIRED TO ENSURE WATER TIGHT CONDITION. SEE SPECIFICATIONS FOR ADDITIONAL CONDITIONS.

13. SAFE AND ADEQUATE PEDESTRIAN VEHICULAR TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES TO THE EXISTING BUILDINGS, WHILE THE WORK IS IN PROGRESS. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL OF THE ARCHITECT, A CONSTRUCTION SEQUENCE SCHEDULE AND PLAN FOR PEDESTRIAN AND VEHICULAR TRAFFIC FLOW.

14. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT 72 HOURS PRIOR TO START OF WORK. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DRAWINGS, PROJECT SPECIFICATIONS, THEY WILL CONFORM TO THE APPLICABLE REQUIREMENTS OF: FAIRFIELD COUNTY DEPARTMENT OF HEALTH, FAIRFIELD COUNTY PUBLIC WORKS, CONNECTICUT DEPARTMENT OF ENGERY & ENVIRONMENTAL PROTECTION, CTDOT, TOWN OF GREENWICH BUILDING DEPARTMENT, DEPARTMENT OF PUBLIC WORKS AND FIRE DEPARTMENT, UTILITY COMPANIES and ANY OTHER AGENCY HAVING JURISDICTION AS WELL.

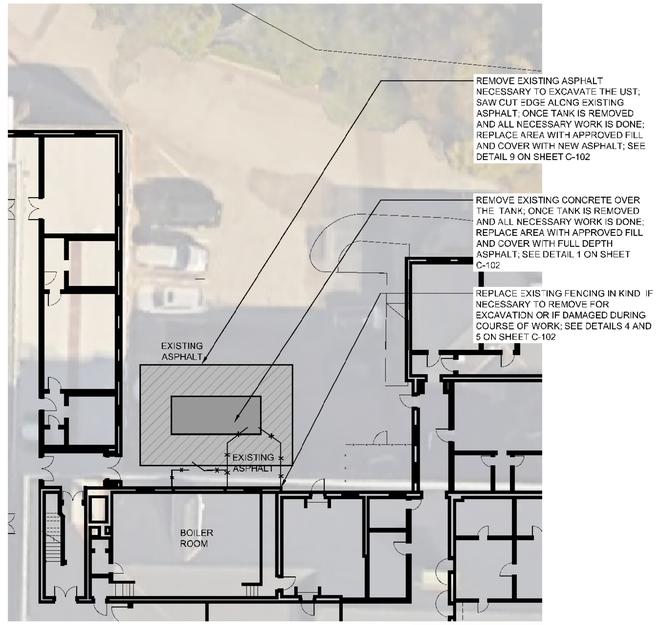
15. DURING AND AFTER THE PROJECT COMPLETION, THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE FREE OF DEBRIS, DEMOLITION DEBRIS, DEMOLISHED PAVEMENT, AND MISCELLANEOUS UNSUITABLE MATERIAL. THE CONTRACTOR SHALL ARRANGE FOR DISPOSAL OF SUCH MATERIAL AT A LEGAL OFF-SITE LOCATION.

16. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL PROVIDE IN A DIGITAL FORMAT "AS BUILT" DRAWINGS SHOWING LOCATIONS AND ELEVATION OF ALL EXISTING STRUCTURES ENCOUNTERED OR ALTERED BY CONTRACT WORK.



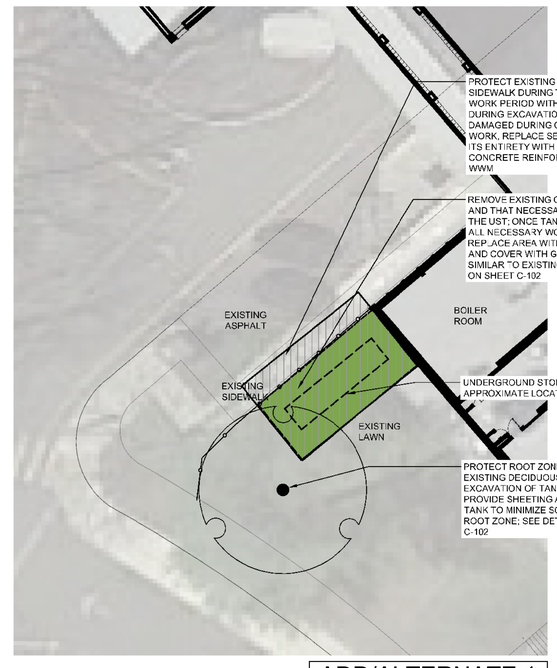
BASE BID

1 PARTIAL SITE PLAN FOR EASTERN MIDDLE SCHOOL
1/16"=1'-0"



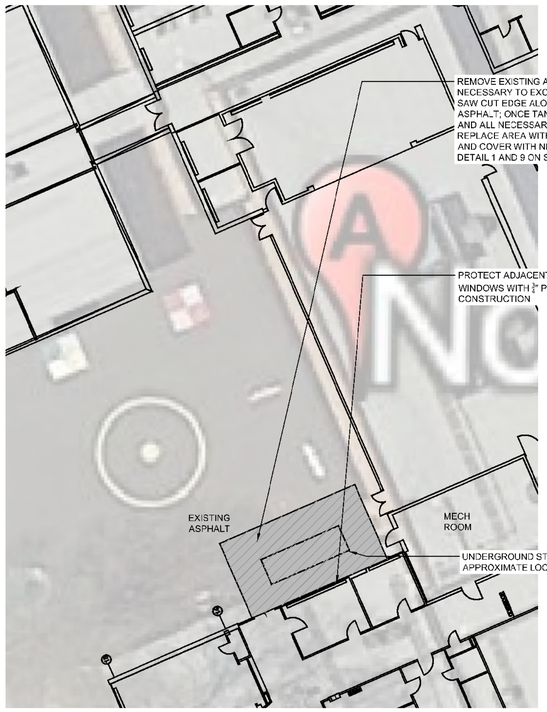
BASE BID

2 PARTIAL SITE PLAN FOR OLD GREENWICH SCHOOL
1/16"=1'-0"



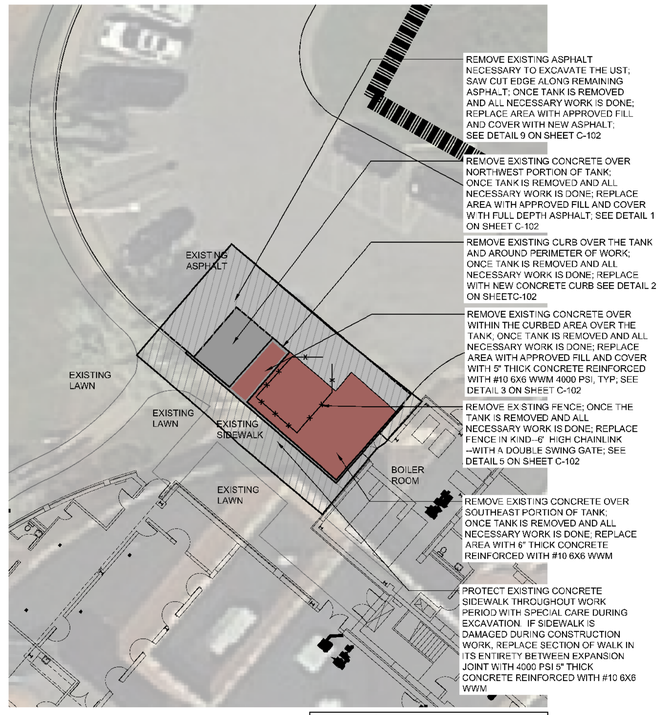
ADD/ALTERNATE 1

3 PARTIAL SITE PLAN FOR WESTERN MIDDLE SCHOOL
1/16"=1'-0"



ADD/ALTERNATE 2

4 PARTIAL SITE PLAN FOR NORTH STREET SCHOOL
1/16"=1'-0"



ADD/ALTERNATE 3

5 PARTIAL SITE PLAN FOR COS COB SCHOOL
1/16"=1'-0"

CALL BEFORE YOU DIG

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

Greenwich Public Schools

290 Greenwich Avenue
Greenwich, CT 06830

KG+D architects
kaeyer, garment + davidson architects, pc
285 main street mount kisco, new york 10549
p: 914.666.5900 f: 914.666.0051 kgdarchitects.com

BID ISSUE

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50 Broadway, Hawthorne, New York 10532
914.747.2800
12 East 49th Street, 11th Flr.
New York, NY 10017
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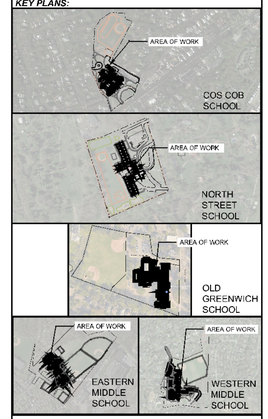
olacc.com
NKGD0181.00

KEY PLANS:



NOTE: ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF KAEYER, GARMENT, & DAVIDSON ARCHITECTS, PC (KG&D), AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF (KG&D).

WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

LEGAL NOTICE: ALTERATIONS BY ANY PERSON, IN ANY WAY, OF ANY ITEM CONTAINED ON THIS DOCUMENT, UNLESS ACTING UNDER THE DIRECTION OF THE LICENSED ARCHITECT WHOSE PROFESSIONAL SEAL IS AFFIXED HERETO, IS A VIOLATION OF TITLE VII, SECT. 893 (b) OF NEW YORK STATE LAW.

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Professional Seal

No.	Date	Issue
1	04-16-18	ISSUED FOR BID

Sheet Title

OVERALL SITE PLANS AND NOTES

Job No. 2018-1009	Sheet No. C-101
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMW/EJW	

EROSION CONTROL NOTES (ALSO SEE GENERAL NOTES)

1. ALL EROSION, SEDIMENT CONTROL AND TREE PROTECTION MEASURES SHALL BE IN PLACE PRIOR TO ANY CONSTRUCTION.

2. THE CONTRACTOR SHALL COMPLY WITH ALL SEDIMENT CONTROL, EROSION CONTROL AND STORMWATER RUNOFF REQUIREMENTS OF THE VILLAGE OF SCARSDALE, WESTCHESTER COUNTY, NEW YORK STATE DEC AND NYSDEP AS WELL AS EPA. CONTRACTOR SHALL CONSIDER THIS PLAN TO BE THE MINIMUM REQUIREMENT FOR EROSION CONTROL.

3. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST WESTCHESTER COUNTY BEST MANAGEMENT SERIES- EROSION AND SEDIMENT CONTROL AND NEW YORK GUIDELINES OF URBAN EROSION AND SEDIMENT CONTROL.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SEDIMENTATION AND EROSION CONTROL DEVICES, TREE PROTECTION AND PROVIDING ANY ADDITIONAL DEVICES DEEMED NECESSARY BY THE ARCHITECT DURING CONSTRUCTION.

5. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 2 DAYS SHALL BE IMMEDIATELY PROTECTED WITH FABRIC, MULCH, SEEDING ETC. TO PREVENT ANY EROSION.

6. THE CONTRACTOR SHALL KEEP THE ROADWAYS, PUBLIC AND PRIVATE WITHIN THE PROJECT AREA CLEAR OF SOIL AND DEBRIS. THE CONTRACTOR IS RESPONSIBLE FOR ANY STREET AND ON-SITE CLEANING DURING THE COURSE OF THE PROJECT.

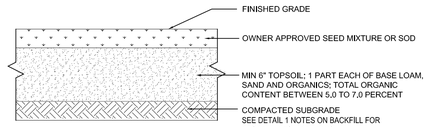
7. DISTURBANCE OF STEEP SLOPES SHALL BE UNDERTAKEN IN WORKABLE UNITS IN WHICH THE DISTURBANCE CAN BE COMPLETED WITHIN ONE CONSTRUCTION SEASON SO THAT AREAS ARE NOT LEFT BARE AND EXPOSED DURING THE WINTER AND SPRING-THAW PERIODS.

8. THE CONTRACTOR SHALL NOT DISTURB EXISTING VEGETATIVE GROUND COVER MORE THAN FOURTEEN DAYS PRIOR TO GRADING AND CONSTRUCTION.

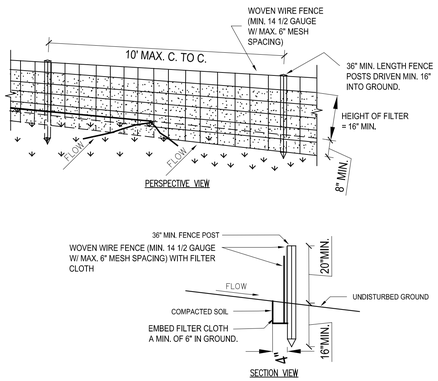
9. THE CONTRACTOR SHALL APPLY TEMPORARY SOIL STABILIZATION TO AN AREA OF DISTURBANCE WITHIN TWO DAYS OF ESTABLISHING THE FINAL GRADE AND PERMANENT STABILIZATION WITHIN FIFTEEN DAYS.

10. THE CONTRACTOR SHALL APPLY SOIL STABILIZATION WITHIN TWO DAYS OF DISTURBANCE IF THE FINAL GRADE IS NOT EXPECTED TO BE ESTABLISHED WITHIN 60 DAYS.

NOTES:
1. INSTALL TEMPORARY PROTECTIVE FENCE OF NEWLY SEEDED AND SODDED AREAS.
2. MAINTAINENCE PERIOD FOR SEEDED LAWN IS 90 DAYS AND 60 DAYS FOR SOD. INCLUDED IN MAINT. IS WATERING, WEEDING, MOWING, TRIMMING, AND REGRADING AND REPLANTING REQUIMENTS TO ESTABLISH A SMOOTH, ACCEPTABLE LAWN.



10 LAWN RESTORATION DETAIL
NOT TO SCALE



CONSTRUCTION SPECIFICATIONS

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.

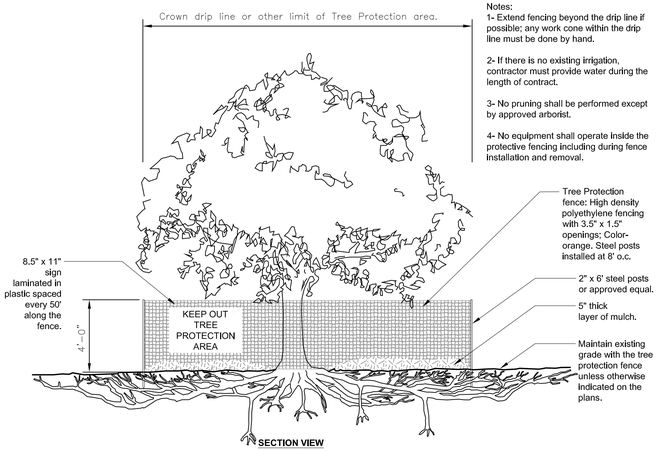
2. FILTER CLOTH TO BE TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12 1/2 GAUGE, 6" MAXIMUM MESH OPENING.

3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.

4. PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUIVALENT.

5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

8 SILT FENCE
NOT TO SCALE
P-CO-03



Notes:
1- Extend fencing beyond the drip line if possible; any work cone within the drip line must be done by hand.

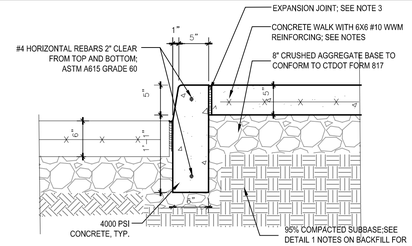
2- If there is no existing irrigation, contractor must provide water during the length of contract.

3- No pruning shall be performed except by approved arborist.

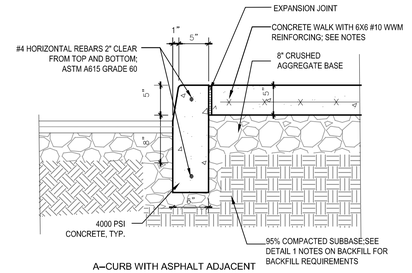
4- No equipment shall operate inside the protective fencing including during fence installation and removal.

6 TREE PROTECTION
1/4" = 1'-0"
URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE
FX-PL-FX-TRMT-02

NOTES:
1. CONCRETE WALK MUST COMPLY WITH ASTM C-94 AND CTDOT FORM 817.
2. WELD WIRE MESH REINFORCING MUST MEET ASTM A 185.
3. CONCRETE FINISH MUST BE BROOM SWEPT PERPENDICULAR TO THE DIRECTION OF TRAVEL; TOOL OUTSIDE EDGE AND JOINTS WITH THE APPROVED RADIUS EDGE
4. INSTALL BOND BREAKER WHERE REQUIRED AND CAULK WITH SEALANT AS SPECIFIED BY SEALANT MANUFACTURER.

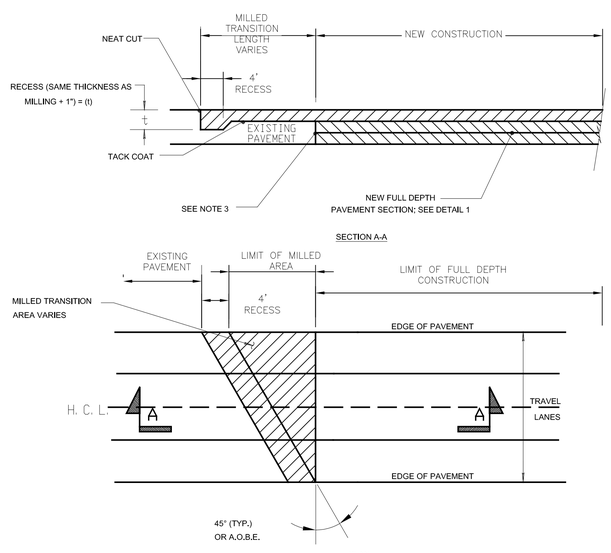


B--CURB WITH CONCRETE ADJACENT



A--CURB WITH ASPHALT ADJACENT

3 TYPICAL CONCRETE CURB DETAIL
SCALE: 1" = 1'-0"



NOTES:

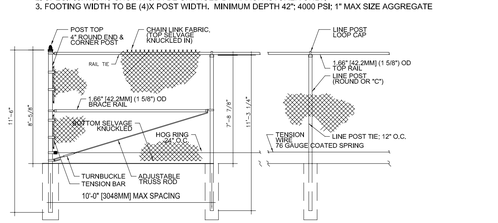
1. THE COST OF ALL WORK ASSOCIATED WITH PAVEMENT TERMINATION (NEAT CUT, TACK COAT, MILLING AND PAVEMENT REMOVAL) SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS ASPHALT ITEMS. TACK COAT SHALL MEET THE REQUIREMENTS OF CTDOT STANDARD SPECIFICATIONS, LATEST REVISION.

2. IF BINDER COURSE IS LEFT EXPOSED OVER WINTER, IT SHALL BE KEYED INTO THE EXISTING PAVEMENT WITH A 3" DEEP RECESS.

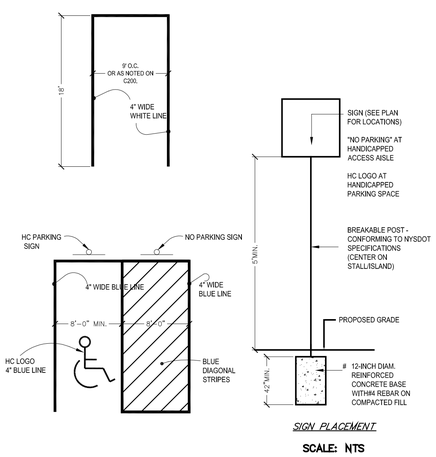
3. IN THE TRANSITION AREA, PAVEMENT COURSES OTHER THAN THE TOP COURSE SHALL BE FEATHERED OUT USING THE APPROPRIATE MATERIAL.

9 PAVEMENT TERMINATION FOR MILLING OR RECONSTRUCTION
NOT TO SCALE

NOTES:
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. SPECIFICATIONS SHOWN CAN BE CHANGED BY MANUFACTURER ONLY.
3. FOOTING WIDTH TO BE (4)X POST WIDTH. MINIMUM DEPTH 42"; 4000 PSI. 1" MAX SIZE AGGREGATE

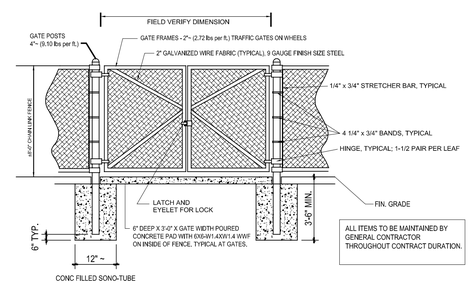


5 TYPICAL CHAIN LINK FENCE
NOT TO SCALE



SCALE: NTS

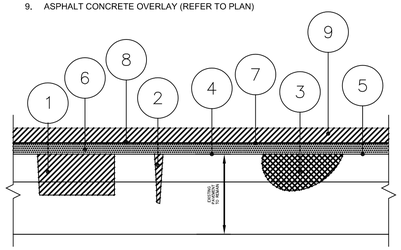
7 HANDICAP PARKING STALL
NOT TO SCALE



4 CHAIN LINK SWING GATE
NOT TO SCALE

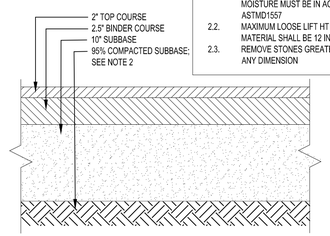
LEGEND DETAIL 2:

1. MILL AND PATCH HIGH SEVERITY CRACKS WITH ASPHALT CONCRETE
2. CLEAN AND FILL CRACKS AND PAVEMENT
3. SHIM WHEEL RUTS
4. CLEAN PAVEMENT
5. TACK COAT
6. TRUEING and LEVELLING COURSE
7. TACK COAT
8. PETROMAT FABRIC
9. ASPHALT CONCRETE OVERLAY (REFER TO PLAN)



2 PAVEMENT OVERLAY--BASE BID
SCALE: NTS

NOTES:
1. ALL COURSES SHALL MEET CT DOT STANDARDS FORM 816
2. BACKFILL:
   - 2.1. BACKFILL AND COMPACTION METHODS SHALL ATTAIN 95% OF DRY DENSITY@OPTIMUM MOISTURE MUST BE IN ACCORDANCE WITH ASTMD1557
   - 2.2. MAXIMUM LOOSE LIFT HT FOR BACKFILLING MATERIAL SHALL BE 12 INCHES OR LESS.
   - 2.3. REMOVE STONES GREATER THAN 6 INCHES IN ANY DIMENSION



01-03

1 FULL DEPTH ASPHALT PAVEMENT DETAIL
SCALE: N.T.S.

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

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Greenwich, CT 06830

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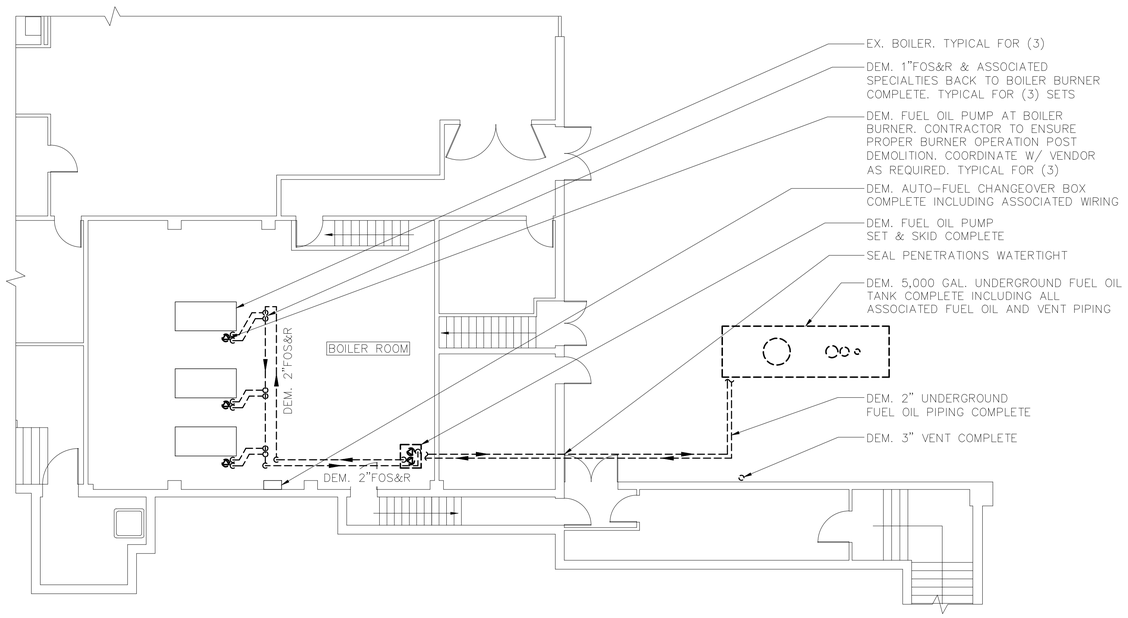
Professional Seal

No.	Date	Issue
1	04-16-18	ISSUED FOR BID

Sheet Title

SITE DETAILS

Job No. 2018-1009	Sheet No. C-102
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMW/EW	



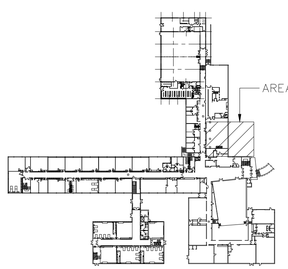
1 GROUND FLOOR PLUMBING FUEL OIL DEMOLITION PART PLAN

SCALE: 1/8" = 1'-0"

NORTH

NOTES:

1. CONTRACTOR SHALL PROVIDE ALL PROPER NOTIFICATIONS & PRE-INSPECTION REQUIREMENTS, AS PER CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION, PRIOR TO ANY WORK BEING PERFORMED.
2. CONTRACTOR SHALL ARRANGE FOR PROPER REMOVAL OF ANY EXISTING FUEL WITHIN TANK AND/OR PIPING & PUMP SET. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISCARDING OF FUEL.
3. CONTRACTOR SHALL PREPARE PROPER PAPERWORK & FILING AS REQUIRED FOR ANY FEDERAL, STATE OR LOCAL REQUIREMENTS.
4. DEMOLISH ALL PANELS, CONTROLLERS, LEVEL/LEAK DETECTOR SYSTEMS ASSOCIATED WITH THE F.O. SYSTEM COMPLETE INCLUDING ALL CONTROL WIRING, ELECTRICAL WIRING, CONDUIT, ETC.



2 KEY PLAN

SCALE: 1/128" = 1'-0"

NORTH

SYMBOL & ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
–	FO	FUEL OIL
–	TYP	TYPICAL
—○—	–	TEE DOWN
—⊂	–	ELBOW DOWN
—○—	–	TEE UP
○—	–	ELBOW UP
E—	–	PIPE CAP
◁	–	PUMP
———	EX.	EXISTING TO REMAIN
- - - - -	REL.	REMOVE AND RELOCATE
———	NEW	NEW WORK
- - - - -	DEM.	EXISTING TO BE REMOVED

GENERAL NOTES

1. THE CONTRACT DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE. ANY CHANGES TO PIPING AND EQUIPMENT LOCATIONS NECESSARY TO AVOID INTERFERENCE WITH OTHER TRADES SHALL BE MADE AT NO EXTRA COST.
2. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE PREVAILING CONNECTICUT PLUMBING AND BUILDING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT STANDARD SHALL APPLY.
3. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING RELATED FEES.
4. PRIOR TO COMMENCEMENT OF WORK, THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE, AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY VENTILATION AND EXHAUST AIR WHEN WELDING OR SOLDERING OPERATIONS ARE PERFORMED, AS REQUIRED BY OSHA.

SPECIFICATIONS

P-1 GENERAL

A.) THE CONTRACTOR SHALL OBTAIN AND FAMILIARIZE HIMSELF WITH THE BUILDING DESIGN CRITERIA AND CONSTRUCTION REQUIREMENTS PRIOR TO SUBMITTING BID. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL LOCAL PLUMBING AND BUILDING CODES, AS WELL AS THOSE OF THE STATE OF C.T. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE THE MORE STRINGENT STANDARD SHALL APPLY.

B.) PRIOR TO FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.

C.) PROVIDE ALL PLANT FACILITIES, LABOR, MATERIALS, TOOLS, EQUIPMENT, APPLIANCES, TRANSPORTATION, SUPERVISION, AND RELATED WORK NECESSARY OR INCIDENTAL TO COMPLETE THE WORK SPECIFIED IN THIS SECTION AND AS SHOWN ON THE DRAWINGS.

D.) THE DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE.

P-2 WORK NOT INCLUDED

A.) THE FOLLOWING ITEMS OF WORK ARE TO BE DONE BY OTHERS AND SHALL NOT BE INCLUDED IN THE WORK OF THIS SECTION. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO SUPPLY THE OTHER CONTRACTORS WITH THE NECESSARY INFORMATION, DRAWINGS, AND SUPERVISION SO THAT THEY CAN PROPERLY COMPLETE THEIR PHASE OF THE INSTALLATION.

1.) ELECTRICAL WIRING AND MOUNTING OF STARTING AND CONTROL EQUIPMENT FOR ELECTRICALLY OPERATED PLUMBING EQUIPMENT.

2.) ALL ELECTRIC POWER WIRING EXCEPT WHERE FURNISHED AS AN INTEGRAL PART OF FACTORY ASSEMBLED EQUIPMENT OR AS OTHERWISE REQUIRED FOR AUTOMATIC CONTROLS.

P-3 VISITING THE PREMISES

A.) THE PLUMBING CONTRACTOR, BEFORE SUBMITTING A BID ON THE WORK, MUST VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL VISIBLE EXISTING CONDITIONS.

B.) THE SUBMISSION OF A BID WILL BE CONSIDERED AN ACKNOWLEDGMENT ON THE PART OF THE BIDDER OF HIS VISITATION TO THE SITE. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

C.) INSPECT AND VERIFY ALL CONDITIONS WHICH MAY AFFECT COST OF INSTALLATION. VERIFY EXACT LOCATION OF ALL EXISTING PIPES, DUCTS, BEAMS, ETC., WHETHER SHOWN ON THE DRAWINGS OR NOT, SO FAR AS THESE LOCATIONS RELATE TO THE NEW WORK. PROVIDE ANY OFFSETS IN NEW PIPING OR AS MAY BE REQUIRED FOR PROPER CLEARANCES TO AVOID EXISTING DUCTS, CABLES OR OTHER OBSTRUCTION.

P-4 QUALITY ASSURANCE

A.) THE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE C.T. STATE PLUMBING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

B.) UNLESS OTHERWISE SPECIFIED OR INDICATED, MATERIALS AND WORKMANSHIP SHALL CONFORM WITH THE LATEST EDITION OF THE FOLLOWING CODES AND STANDARDS: AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), UNDERWRITERS' LABORATORIES, INC. (UL)., AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND NATIONAL ELECTRIC CODE.

C.) IF ANY WORK IS PERFORMED AND SUBSEQUENT CHANGES ARE NECESSARY TO CONFORM TO THE ORDINANCES, THE CHANGES SHALL BE MADE AT THE PLUMBING CONTRACTOR'S EXPENSE.

P-5 WORKMANSHIP AND MATERIALS

A.) WORKMANSHIP SHALL BE OF THE BEST QUALITY AND NONE BUT COMPETENT MECHANICS SKILLED IN THEIR TRADES SHALL BE EMPLOYED. THE PLUMBING CONTRACTOR SHALL FURNISH THE SERVICES OF AN EXPERIENCED SUPERINTENDENT, WHO WILL BE CONSTANTLY IN CHARGE OF THE ERECTION OF THE WORK, UNTIL COMPLETED AND ACCEPTED.

P-6 INTERRUPTION OF SERVICES

A.) WHILE WORK IS IN PROGRESS, EXCEPT FOR DESIGNATED SHORT INTERVALS DURING WHICH CONNECTIONS ARE TO BE MADE, CONTINUITY OF SERVICE SHALL BE MAINTAINED TO ALL EXISTING SYSTEMS. INTERRUPTIONS SHALL BE COORDINATED WITH THE OWNERS AS TO TIME AND DURATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INTERRUPTIONS TO SERVICE AND SHALL REPAIR ANY DAMAGES TO EXISTING SYSTEMS CAUSED BY HIS OPERATIONS. ANY SHUT DOWNS MUST BE APPROVED IN WRITING BY THE BUILDING MANAGEMENT PRIOR TO SHUTDOWN.

P-7 INFORMATION

A.) THE PLUMBING CONTRACTOR SHALL KEEP HIMSELF FULLY INFORMED AS TO THE SHAPE, SIZE, AND POSITION OF ALL OPENINGS AND FOUNDATIONS REQUIRED FOR HIS APPARATUS AND SHALL GIVE FULL INFORMATION TO THE GENERAL CONTRACTOR SUFFICIENTLY IN ADVANCE OF THE WORK, SO THAT ALL SUCH OPENINGS AND FOUNDATION MAY BE BUILT IN ADVANCE. HE SHALL ALSO FURNISH ALL SLEEVES AND SUPPORTS HEREIN SPECIFIED OR REQUIRED, SO THE GENERAL CONTRACTOR MAY BUILD SAME IN PLACE.

B.) THE PLUMBING CONTRACTOR SHALL OBTAIN DETAILED INFORMATION FROM THE MANUFACTURERS OF APPARATUS, WHICH HE IS TO PROVIDE, FOR THE PROPER METHODS OF INSTALLATION. HE SHALL ALSO OBTAIN ANY INFORMATION FROM OTHER SUBCONTRACTORS TO ENSURE FULL COMPREHENSION OF THE WORK TO BE DONE AND TO ENSURE COORDINATION BETWEEN WORK UNDER THIS SECTION AND ALL OTHER WORK UNDER THIS CONTRACT.

P-8 REMOVALS

A.) REMOVE AND DISPOSE OF ALL PIPING, AND ACCESSORIES WITHIN THE PROJECT AREA AS SHOWN ON THE DRAWINGS OR AS REQUIRED FOR THE INSTALLATION OF THE WORK OF THIS PROJECT.

B.) THIS WORK SHALL BE EXECUTED IN AN ORDERLY AND CAREFUL MANNER, WITH DUE CONSIDERATION FOR THE PROTECTION OF ADJACENT ACTIVITIES. DUST PRODUCING DEMOLITION SHALL BE ISOLATED WITH PROPER PRECAUTIONS.

C.) THE CONTRACTOR SHALL ASK THE OWNER FOR INSTRUCTIONS IF HE ENCOUNTERS ANY WORK, THE DEMOLITION OF WHICH MIGHT RESULT IN A HAZARDOUS CONDITION.

P-9 DUST PROTECTION

A.) IT IS IMPERATIVE THAT DURING DEMOLITION AND ALSO DURING NORMAL CONSTRUCTION WHERE THERE IS ANY POSSIBILITY OF DUST DUE TO CONSTRUCTION WORK CONTAMINATING THE OWNER'S EQUIPMENT OR CAUSING A NUISANCE TO PERSONNEL, THIS CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PROTECTION AS REQUIRED.

B.) WHEREVER POLYETHYLENE IS USED AS PROTECTIVE TARPAULINS OR DROP-CLOTH, IT SHALL BE FIRE-RETARDANT POLYETHYLENE SHEETING, .004" THICK.

P-10 TIME AND MANNER

A.) ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS UNLESS OTHERWISE DIRECTED BY THE OWNERS REPRESENTATIVE OR NOTED ON THE PLANS

B.) PRIOR TO THE BEGINNING OF WORK THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF WORK TO THE OWNER BASED ON THE DATES GIVEN IN THE PRE-BID MEETING. ANY SHUTDOWNS OF EXISTING SYSTEMS MUST BE VERIFIED IN WRITING WITH THE OWNER'S REPRESENTATIVE.

C.) ANY SHUT-DOWN OF EXISTING SYSTEMS WHERE SUCH SHUT-DOWN IS REQUIRED FOR THE PERFORMANCE OF THE WORK UNDER THE CONTRACT SHALL BE AT SUCH TIMES AS DESIGNATED BY OWNER'S REPRESENTATIVE. RESTORE SYSTEMS TO ORIGINAL CONDITION AFTER PERFORMANCE WORK. THE INTENT IS TO INSURE MINIMUM INTERFERENCE WITH OPERATION OF EXISTING FACILITIES. REPAIR ANY DAMAGE DONE TO BUILDING RESULTING FROM INSTALLATION OF NEW WORK.

END OF SPECIFICATIONS

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

Greenwich Public Schools

290 Greenwich Avenue
Greenwich, CT 06830

KG+D architects
kaeyer, garment + davidson architects, pc
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BID ISSUE

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646.849.4110
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BASE BID

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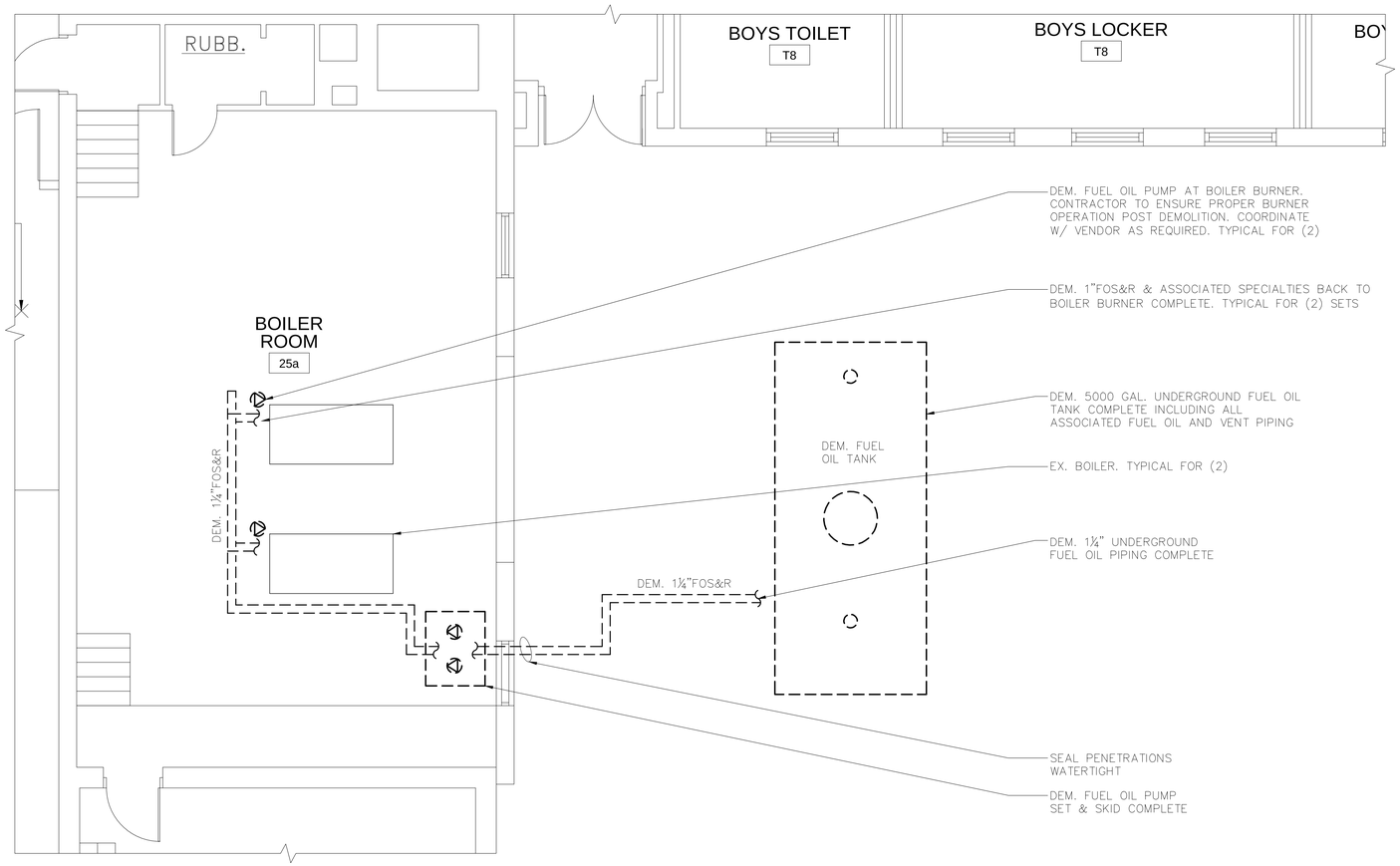
No.	Date	Issue
1	04-16-2018	ISSUED FOR BID

Sheet Title

EASTERN MIDDLE SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN

Job No. 2018-1009	Sheet No. P-101
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMB/RG	



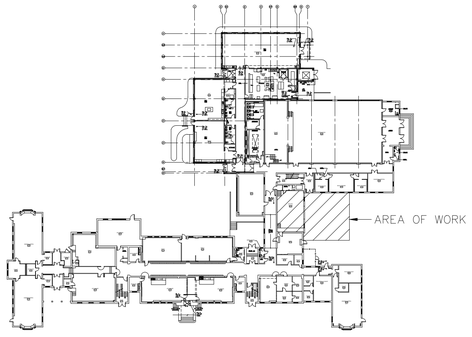
1 GROUND FLOOR PLUMBING FUEL OIL DEMOLITION PART PLAN

SCALE: 1/4" = 1'-0"

NORTH

NOTES:

1. CONTRACTOR SHALL PROVIDE ALL PROPER NOTIFICATIONS & PRE-INSPECTION REQUIREMENTS, AS PER CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION, PRIOR TO ANY WORK BEING PERFORMED.
2. CONTRACTOR SHALL ARRANGE FOR PROPER REMOVAL OF ANY EXISTING FUEL WITHIN TANK AND/OR PIPING & PUMP SET. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISCARDING OF FUEL.
3. CONTRACTOR SHALL PREPARE PROPER PAPERWORK & FILING AS REQUIRED FOR ANY FEDERAL, STATE OR LOCAL REQUIREMENTS.
4. DEMOLISH ALL PANELS, CONTROLLERS, LEVEL/LEAK DETECTOR SYSTEMS ASSOCIATED WITH THE F.O. SYSTEM COMPLETE INCLUDING ALL CONTROL WIRING, ELECTRICAL WIRING, CONDUIT, ETC.



2 KEY PLAN

SCALE: 1/64" = 1'-0"

NORTH

SYMBOL & ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
–	FO	FUEL OIL
–	TYP	TYPICAL
	–	TEE DOWN
	–	ELBOW DOWN
	–	TEE UP
	–	ELBOW UP
	–	PIPE CAP
	–	PUMP
	EX.	EXISTING TO REMAIN
	REL.	REMOVE AND RELOCATE
	NEW	NEW WORK
	DEM.	EXISTING TO BE REMOVED

GENERAL NOTES

1. THE CONTRACT DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE. ANY CHANGES TO PIPING AND EQUIPMENT LOCATIONS NECESSARY TO AVOID INTERFERENCE WITH OTHER TRADES SHALL BE MADE AT NO EXTRA COST.
2. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE PREVAILING CONNECTICUT PLUMBING AND BUILDING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT STANDARD SHALL APPLY.
3. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING RELATED FEES.
4. PRIOR TO COMMENCEMENT OF WORK, THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE, AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY VENTILATION AND EXHAUST AIR WHEN WELDING OR SOLDERING OPERATIONS ARE PERFORMED, AS REQUIRED BY OSHA.

SPECIFICATIONS

P-1 GENERAL

A.) THE CONTRACTOR SHALL OBTAIN AND FAMILIARIZE HIMSELF WITH THE BUILDING DESIGN CRITERIA AND CONSTRUCTION REQUIREMENTS PRIOR TO SUBMITTING BID. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL LOCAL PLUMBING AND BUILDING CODES, AS WELL AS THOSE OF THE STATE OF C.T. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE THE MORE STRINGENT STANDARD SHALL APPLY.

B.) PRIOR TO FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.

C.) PROVIDE ALL PLANT FACILITIES, LABOR, MATERIALS, TOOLS, EQUIPMENT, APPLIANCES, TRANSPORTATION, SUPERVISION, AND RELATED WORK NECESSARY OR INCIDENTAL TO COMPLETE THE WORK SPECIFIED IN THIS SECTION AND AS SHOWN ON THE DRAWINGS.

D.) THE DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE.

P-2 WORK NOT INCLUDED

A.) THE FOLLOWING ITEMS OF WORK ARE TO BE DONE BY OTHERS AND SHALL NOT BE INCLUDED IN THE WORK OF THIS SECTION. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO SUPPLY THE OTHER CONTRACTORS WITH THE NECESSARY INFORMATION, DRAWINGS, AND SUPERVISION SO THAT THEY CAN PROPERLY COMPLETE THEIR PHASE OF THE INSTALLATION.

1.) ELECTRICAL WIRING AND MOUNTING OF STARTING AND CONTROL EQUIPMENT FOR ELECTRICALLY OPERATED PLUMBING EQUIPMENT.

2.) ALL ELECTRIC POWER WIRING EXCEPT WHERE FURNISHED AS AN INTEGRAL PART OF FACTORY ASSEMBLED EQUIPMENT OR AS OTHERWISE REQUIRED FOR AUTOMATIC CONTROLS.

P-3 VISITING THE PREMISES

A.) THE PLUMBING CONTRACTOR, BEFORE SUBMITTING A BID ON THE WORK, MUST VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL VISIBLE EXISTING CONDITIONS.

B.) THE SUBMISSION OF A BID WILL BE CONSIDERED AN ACKNOWLEDGMENT ON THE PART OF THE BIDDER OF HIS VISITATION TO THE SITE. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

C.) INSPECT AND VERIFY ALL CONDITIONS WHICH MAY AFFECT COST OF INSTALLATION. VERIFY EXACT LOCATION OF ALL EXISTING PIPES, DUCTS, BEAMS, ETC., WHETHER SHOWN ON THE DRAWINGS OR NOT, SO FAR AS THESE LOCATIONS RELATE TO THE NEW WORK. PROVIDE ANY OFFSETS IN NEW PIPING OR AS MAY BE REQUIRED FOR PROPER CLEARANCES TO AVOID EXISTING DUCTS, CABLES OR OTHER OBSTRUCTION.

P-4 QUALITY ASSURANCE

A.) THE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE C.T. STATE PLUMBING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

B.) UNLESS OTHERWISE SPECIFIED OR INDICATED, MATERIALS AND WORKMANSHIP SHALL CONFORM WITH THE LATEST EDITION OF THE FOLLOWING CODES AND STANDARDS: AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), UNDERWRITERS' LABORATORIES, INC. (UL)., AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND NATIONAL ELECTRIC CODE.

C.) IF ANY WORK IS PERFORMED AND SUBSEQUENT CHANGES ARE NECESSARY TO CONFORM TO THE ORDINANCES, THE CHANGES SHALL BE MADE AT THE PLUMBING CONTRACTOR'S EXPENSE.

P-5 WORKMANSHIP AND MATERIALS

A.) WORKMANSHIP SHALL BE OF THE BEST QUALITY AND NONE BUT COMPETENT MECHANICS SKILLED IN THEIR TRADES SHALL BE EMPLOYED. THE PLUMBING CONTRACTOR SHALL FURNISH THE SERVICES OF AN EXPERIENCED SUPERINTENDENT, WHO WILL BE CONSTANTLY IN CHARGE OF THE ERECTION OF THE WORK, UNTIL COMPLETED AND ACCEPTED.

P-6 INTERRUPTION OF SERVICES

A.) WHILE WORK IS IN PROGRESS, EXCEPT FOR DESIGNATED SHORT INTERVALS DURING WHICH CONNECTIONS ARE TO BE MADE, CONTINUITY OF SERVICE SHALL BE MAINTAINED TO ALL EXISTING SYSTEMS. INTERRUPTIONS SHALL BE COORDINATED WITH THE OWNERS AS TO TIME AND DURATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INTERRUPTIONS TO SERVICE AND SHALL REPAIR ANY DAMAGES TO EXISTING SYSTEMS CAUSED BY HIS OPERATIONS. ANY SHUT DOWNS MUST BE APPROVED IN WRITING BY THE BUILDING MANAGEMENT PRIOR TO SHUTDOWN.

P-7 INFORMATION

A.) THE PLUMBING CONTRACTOR SHALL KEEP HIMSELF FULLY INFORMED AS TO THE SHAPE, SIZE, AND POSITION OF ALL OPENINGS AND FOUNDATIONS REQUIRED FOR HIS APPARATUS AND SHALL GIVE FULL INFORMATION TO THE GENERAL CONTRACTOR SUFFICIENTLY IN ADVANCE OF THE WORK, SO THAT ALL SUCH OPENINGS AND FOUNDATION MAY BE BUILT IN ADVANCE. HE SHALL ALSO FURNISH ALL SLEEVES AND SUPPORTS HEREIN SPECIFIED OR REQUIRED, SO THE GENERAL CONTRACTOR MAY BUILD SAME IN PLACE.

B.) THE PLUMBING CONTRACTOR SHALL OBTAIN DETAILED INFORMATION FROM THE MANUFACTURERS OF APPARATUS, WHICH HE IS TO PROVIDE, FOR THE PROPER METHODS OF INSTALLATION. HE SHALL ALSO OBTAIN ANY INFORMATION FROM OTHER SUBCONTRACTORS TO ENSURE FULL COMPREHENSION OF THE WORK TO BE DONE AND TO ENSURE COORDINATION BETWEEN WORK UNDER THIS SECTION AND ALL OTHER WORK UNDER THIS CONTRACT.

P-8 REMOVALS

A.) REMOVE AND DISPOSE OF ALL PIPING, AND ACCESSORIES WITHIN THE PROJECT AREA AS SHOWN ON THE DRAWINGS OR AS REQUIRED FOR THE INSTALLATION OF THE WORK OF THIS PROJECT.

B.) THIS WORK SHALL BE EXECUTED IN AN ORDERLY AND CAREFUL MANNER, WITH DUE CONSIDERATION FOR THE PROTECTION OF ADJACENT ACTIVITIES. DUST PRODUCING DEMOLITION SHALL BE ISOLATED WITH PROPER PRECAUTIONS.

C.) THE CONTRACTOR SHALL ASK THE OWNER FOR INSTRUCTIONS IF HE ENCOUNTERS ANY WORK, THE DEMOLITION OF WHICH MIGHT RESULT IN A HAZARDOUS CONDITION.

P-9 DUST PROTECTION

A.) IT IS IMPERATIVE THAT DURING DEMOLITION AND ALSO DURING NORMAL CONSTRUCTION WHERE THERE IS ANY POSSIBILITY OF DUST DUE TO CONSTRUCTION WORK CONTAMINATING THE OWNER'S EQUIPMENT OR CAUSING A NUISANCE TO PERSONNEL, THIS CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PROTECTION AS REQUIRED.

B.) WHEREVER POLYETHYLENE IS USED AS PROTECTIVE TARPAULINS OR DROP-CLOTH, IT SHALL BE FIRE-RETARDANT POLYETHYLENE SHEETING, .004" THICK.

P-10 TIME AND MANNER

A.) ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS UNLESS OTHERWISE DIRECTED BY THE OWNERS REPRESENTATIVE OR NOTED ON THE PLANS

B.) PRIOR TO THE BEGINNING OF WORK THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF WORK TO THE OWNER BASED ON THE DATES GIVEN IN THE PRE-BID MEETING. ANY SHUTDOWNS OF EXISTING SYSTEMS MUST BE VERIFIED IN WRITING WITH THE OWNER'S REPRESENTATIVE.

C.) ANY SHUT-DOWN OF EXISTING SYSTEMS WHERE SUCH SHUT-DOWN IS REQUIRED FOR THE PERFORMANCE OF THE WORK UNDER THE CONTRACT SHALL BE AT SUCH TIMES AS DESIGNATED BY OWNER'S REPRESENTATIVE. RESTORE SYSTEMS TO ORIGINAL CONDITION AFTER PERFORMANCE WORK. THE INTENT IS TO INSURE MINIMUM INTERFERENCE WITH OPERATION OF EXISTING FACILITIES. REPAIR ANY DAMAGE DONE TO BUILDING RESULTING FROM INSTALLATION OF NEW WORK.

END OF SPECIFICATIONS

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

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BASE BID

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WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

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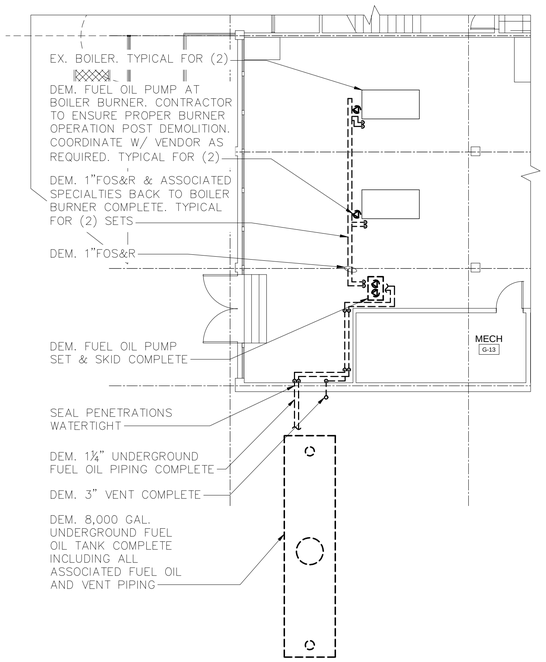
Professional Seal

No.	Date	Issue
1	04-16-2018	ISSUED FOR BID

Sheet Title

OLD GREENWICH SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN

Job No. 2018-1009	Sheet No. P-102
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMB/RG	



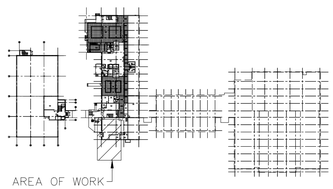
1 GROUND FLOOR PLUMBING FUEL OIL DEMOLITION PART PLAN

SCALE: 1/8" = 1'-0"

NORTH

NOTES:

1. CONTRACTOR SHALL PROVIDE ALL PROPER NOTIFICATIONS & PRE-INSPECTION REQUIREMENTS, AS PER CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION, PRIOR TO ANY WORK BEING PERFORMED.
2. CONTRACTOR SHALL ARRANGE FOR PROPER REMOVAL OF ANY EXISTING FUEL WITHIN TANK AND/OR PIPING & PUMP SET. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISCARDING OF FUEL.
3. CONTRACTOR SHALL PREPARE PROPER PAPERWORK & FILING AS REQUIRED FOR ANY FEDERAL, STATE OR LOCAL REQUIREMENTS.
4. DEMOLISH ALL PANELS, CONTROLLERS, LEVEL/LEAK DETECTOR SYSTEMS ASSOCIATED WITH THE F.O. SYSTEM COMPLETE INCLUDING ALL CONTROL WIRING, ELECTRICAL WIRING, CONDUIT, ETC.



2 KEY PLAN

SCALE: 1/128" = 1'-0"

NORTH

SYMBOL & ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
–	FO	FUEL OIL
–	TYP	TYPICAL
	–	TEE DOWN
	–	ELBOW DOWN
	–	TEE UP
	–	ELBOW UP
	–	PIPE CAP
	–	PUMP
	EX.	EXISTING TO REMAIN
	REL.	REMOVE AND RELOCATE
	NEW	NEW WORK
	DEM.	EXISTING TO BE REMOVED

GENERAL NOTES

1. THE CONTRACT DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE. ANY CHANGES TO PIPING AND EQUIPMENT LOCATIONS NECESSARY TO AVOID INTERFERENCE WITH OTHER TRADES SHALL BE MADE AT NO EXTRA COST.
2. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE PREVAILING CONNECTICUT PLUMBING AND BUILDING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT STANDARD SHALL APPLY.
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4. PRIOR TO COMMENCEMENT OF WORK, THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE, AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY VENTILATION AND EXHAUST AIR WHEN WELDING OR SOLDERING OPERATIONS ARE PERFORMED, AS REQUIRED BY OSHA.

SPECIFICATIONS

P-1 GENERAL

A.) THE CONTRACTOR SHALL OBTAIN AND FAMILIARIZE HIMSELF WITH THE BUILDING DESIGN CRITERIA AND CONSTRUCTION REQUIREMENTS PRIOR TO SUBMITTING BID. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL LOCAL PLUMBING AND BUILDING CODES, AS WELL AS THOSE OF THE STATE OF C.T. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE THE MORE STRINGENT STANDARD SHALL APPLY.

B.) PRIOR TO FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.

C.) PROVIDE ALL PLANT FACILITIES, LABOR, MATERIALS, TOOLS, EQUIPMENT, APPLIANCES, TRANSPORTATION, SUPERVISION, AND RELATED WORK NECESSARY OR INCIDENTAL TO COMPLETE THE WORK SPECIFIED IN THIS SECTION AND AS SHOWN ON THE DRAWINGS.

D.) THE DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE.

P-2 WORK NOT INCLUDED

A.) THE FOLLOWING ITEMS OF WORK ARE TO BE DONE BY OTHERS AND SHALL NOT BE INCLUDED IN THE WORK OF THIS SECTION. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO SUPPLY THE OTHER CONTRACTORS WITH THE NECESSARY INFORMATION, DRAWINGS, AND SUPERVISION SO THAT THEY CAN PROPERLY COMPLETE THEIR PHASE OF THE INSTALLATION.

1.) ELECTRICAL WIRING AND MOUNTING OF STARTING AND CONTROL EQUIPMENT FOR ELECTRICALLY OPERATED PLUMBING EQUIPMENT.

2.) ALL ELECTRIC POWER WIRING EXCEPT WHERE FURNISHED AS AN INTEGRAL PART OF FACTORY ASSEMBLED EQUIPMENT OR AS OTHERWISE REQUIRED FOR AUTOMATIC CONTROLS.

P-3 VISITING THE PREMISES

A.) THE PLUMBING CONTRACTOR, BEFORE SUBMITTING A BID ON THE WORK, MUST VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL VISIBLE EXISTING CONDITIONS.

B.) THE SUBMISSION OF A BID WILL BE CONSIDERED AN ACKNOWLEDGMENT ON THE PART OF THE BIDDER OF HIS VISITATION TO THE SITE. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

C.) INSPECT AND VERIFY ALL CONDITIONS WHICH MAY AFFECT COST OF INSTALLATION. VERIFY EXACT LOCATION OF ALL EXISTING PIPES, DUCTS, BEAMS, ETC., WHETHER SHOWN ON THE DRAWINGS OR NOT, SO FAR AS THESE LOCATIONS RELATE TO THE NEW WORK. PROVIDE ANY OFFSETS IN NEW PIPING OR AS MAY BE REQUIRED FOR PROPER CLEARANCES TO AVOID EXISTING DUCTS, CABLES OR OTHER OBSTRUCTION.

P-4 QUALITY ASSURANCE

A.) THE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE C.T. STATE PLUMBING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

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C.) IF ANY WORK IS PERFORMED AND SUBSEQUENT CHANGES ARE NECESSARY TO CONFORM TO THE ORDINANCES, THE CHANGES SHALL BE MADE AT THE PLUMBING CONTRACTOR'S EXPENSE.

P-5 WORKMANSHIP AND MATERIALS

A.) WORKMANSHIP SHALL BE OF THE BEST QUALITY AND NONE BUT COMPETENT MECHANICS SKILLED IN THEIR TRADES SHALL BE EMPLOYED. THE PLUMBING CONTRACTOR SHALL FURNISH THE SERVICES OF AN EXPERIENCED SUPERINTENDENT, WHO WILL BE CONSTANTLY IN CHARGE OF THE ERECTION OF THE WORK, UNTIL COMPLETED AND ACCEPTED.

P-6 INTERRUPTION OF SERVICES

A.) WHILE WORK IS IN PROGRESS, EXCEPT FOR DESIGNATED SHORT INTERVALS DURING WHICH CONNECTIONS ARE TO BE MADE, CONTINUITY OF SERVICE SHALL BE MAINTAINED TO ALL EXISTING SYSTEMS. INTERRUPTIONS SHALL BE COORDINATED WITH THE OWNERS AS TO TIME AND DURATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INTERRUPTIONS TO SERVICE AND SHALL REPAIR ANY DAMAGES TO EXISTING SYSTEMS CAUSED BY HIS OPERATIONS. ANY SHUT DOWNS MUST BE APPROVED IN WRITING BY THE BUILDING MANAGEMENT PRIOR TO SHUTDOWN.

P-7 INFORMATION

A.) THE PLUMBING CONTRACTOR SHALL KEEP HIMSELF FULLY INFORMED AS TO THE SHAPE, SIZE, AND POSITION OF ALL OPENINGS AND FOUNDATIONS REQUIRED FOR HIS APPARATUS AND SHALL GIVE FULL INFORMATION TO THE GENERAL CONTRACTOR SUFFICIENTLY IN ADVANCE OF THE WORK, SO THAT ALL SUCH OPENINGS AND FOUNDATION MAY BE BUILT IN ADVANCE. HE SHALL ALSO FURNISH ALL SLEEVES AND SUPPORTS HEREIN SPECIFIED OR REQUIRED, SO THE GENERAL CONTRACTOR MAY BUILD SAME IN PLACE.

B.) THE PLUMBING CONTRACTOR SHALL OBTAIN DETAILED INFORMATION FROM THE MANUFACTURERS OF APPARATUS, WHICH HE IS TO PROVIDE, FOR THE PROPER METHODS OF INSTALLATION. HE SHALL ALSO OBTAIN ANY INFORMATION FROM OTHER SUBCONTRACTORS TO ENSURE FULL COMPREHENSION OF THE WORK TO BE DONE AND TO ENSURE COORDINATION BETWEEN WORK UNDER THIS SECTION AND ALL OTHER WORK UNDER THIS CONTRACT.

P-8 REMOVALS

A.) REMOVE AND DISPOSE OF ALL PIPING, AND ACCESSORIES WITHIN THE PROJECT AREA AS SHOWN ON THE DRAWINGS OR AS REQUIRED FOR THE INSTALLATION OF THE WORK OF THIS PROJECT.

B.) THIS WORK SHALL BE EXECUTED IN AN ORDERLY AND CAREFUL MANNER, WITH DUE CONSIDERATION FOR THE PROTECTION OF ADJACENT ACTIVITIES. DUST PRODUCING DEMOLITION SHALL BE ISOLATED WITH PROPER PRECAUTIONS.

C.) THE CONTRACTOR SHALL ASK THE OWNER FOR INSTRUCTIONS IF HE ENCOUNTERS ANY WORK, THE DEMOLITION OF WHICH MIGHT RESULT IN A HAZARDOUS CONDITION.

P-9 DUST PROTECTION

A.) IT IS IMPERATIVE THAT DURING DEMOLITION AND ALSO DURING NORMAL CONSTRUCTION WHERE THERE IS ANY POSSIBILITY OF DUST DUE TO CONSTRUCTION WORK CONTAMINATING THE OWNER'S EQUIPMENT OR CAUSING A NUISANCE TO PERSONNEL, THIS CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PROTECTION AS REQUIRED.

B.) WHEREVER POLYETHYLENE IS USED AS PROTECTIVE TARPAULINS OR DROP-CLOTH, IT SHALL BE FIRE-RETARDANT POLYETHYLENE SHEETING, .004" THICK.

P-10 TIME AND MANNER

A.) ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS UNLESS OTHERWISE DIRECTED BY THE OWNERS REPRESENTATIVE OR NOTED ON THE PLANS

B.) PRIOR TO THE BEGINNING OF WORK THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF WORK TO THE OWNER BASED ON THE DATES GIVEN IN THE PRE-BID MEETING. ANY SHUTDOWNS OF EXISTING SYSTEMS MUST BE VERIFIED IN WRITING WITH THE OWNER'S REPRESENTATIVE.

C.) ANY SHUT-DOWN OF EXISTING SYSTEMS WHERE SUCH SHUT-DOWN IS REQUIRED FOR THE PERFORMANCE OF THE WORK UNDER THE CONTRACT SHALL BE AT SUCH TIMES AS DESIGNATED BY OWNER'S REPRESENTATIVE. RESTORE SYSTEMS TO ORIGINAL CONDITION AFTER PERFORMANCE WORK. THE INTENT IS TO INSURE MINIMUM INTERFERENCE WITH OPERATION OF EXISTING FACILITIES. REPAIR ANY DAMAGE DONE TO BUILDING RESULTING FROM INSTALLATION OF NEW WORK.

END OF SPECIFICATIONS

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

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646.849.4110
olace.com NKGD0181.00

ADD/ALTERNATE 1

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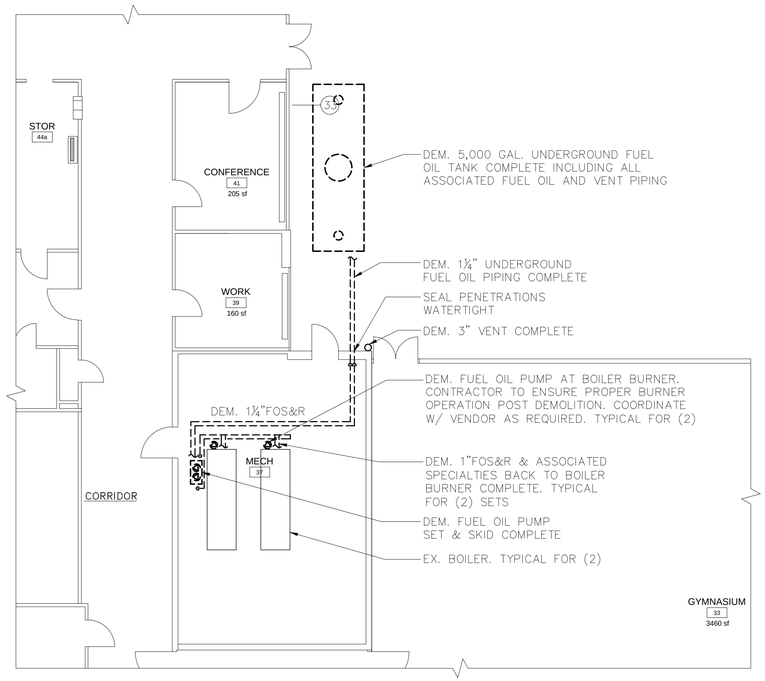
Professional Seal

No.	Date	Issue
1	04-16-2018	ISSUED FOR BID

Sheet Title

WESTERN MIDDLE SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN

Job No. 2018-1009	Sheet No. P-103
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMB/RG	



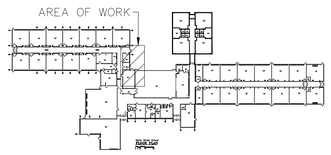
1 GROUND FLOOR PLUMBING FUEL OIL DEMOLITION PART PLAN

SCALE: 1/8" = 1'-0"

NORTH

NOTES:

1. CONTRACTOR SHALL PROVIDE ALL PROPER NOTIFICATIONS & PRE-INSPECTION REQUIREMENTS, AS PER CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION, PRIOR TO ANY WORK BEING PERFORMED.
2. CONTRACTOR SHALL ARRANGE FOR PROPER REMOVAL OF ANY EXISTING FUEL WITHIN TANK AND/OR PIPING & PUMP SET. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISCARDING OF FUEL.
3. CONTRACTOR SHALL PREPARE PROPER PAPERWORK & FILING AS REQUIRED FOR ANY FEDERAL, STATE OR LOCAL REQUIREMENTS.
4. DEMOLISH ALL PANELS, CONTROLLERS, LEVEL/LEAK DETECTOR SYSTEMS ASSOCIATED WITH THE F.O. SYSTEM COMPLETE INCLUDING ALL CONTROL WIRING, ELECTRICAL WIRING, CONDUIT, ETC.



2 KEY PLAN

SCALE: 1/128" = 1'-0"

NORTH

SYMBOL & ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
—	FO	FUEL OIL
—	TYP	TYPICAL
	–	TEE DOWN
	–	ELBOW DOWN
	–	TEE UP
	–	ELBOW UP
	–	PIPE CAP
	–	PUMP
	EX.	EXISTING TO REMAIN
	REL.	REMOVE AND RELOCATE
	NEW	NEW WORK
	DEM.	EXISTING TO BE REMOVED

GENERAL NOTES

1. THE CONTRACT DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE. ANY CHANGES TO PIPING AND EQUIPMENT LOCATIONS NECESSARY TO AVOID INTERFERENCE WITH OTHER TRADES SHALL BE MADE AT NO EXTRA COST.
2. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE PREVAILING CONNECTICUT PLUMBING AND BUILDING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT STANDARD SHALL APPLY.
3. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING RELATED FEES.
4. PRIOR TO COMMENCEMENT OF WORK, THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE, AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY VENTILATION AND EXHAUST AIR WHEN WELDING OR SOLDERING OPERATIONS ARE PERFORMED, AS REQUIRED BY OSHA.

SPECIFICATIONS

P-1 GENERAL

A.) THE CONTRACTOR SHALL OBTAIN AND FAMILIARIZE HIMSELF WITH THE BUILDING DESIGN CRITERIA AND CONSTRUCTION REQUIREMENTS PRIOR TO SUBMITTING BID. THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL LOCAL PLUMBING AND BUILDING CODES, AS WELL AS THOSE OF THE STATE OF C.T. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE THE MORE STRINGENT STANDARD SHALL APPLY.

B.) PRIOR TO FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB SITE AND COORDINATE THIS WORK WITH THE WORK OF ALL OTHER TRADES.

C.) PROVIDE ALL PLANT FACILITIES, LABOR, MATERIALS, TOOLS, EQUIPMENT, APPLIANCES, TRANSPORTATION, SUPERVISION, AND RELATED WORK NECESSARY OR INCIDENTAL TO COMPLETE THE WORK SPECIFIED IN THIS SECTION AND AS SHOWN ON THE DRAWINGS.

D.) THE DRAWINGS INDICATE THE EXTENT AND GENERAL ARRANGEMENTS OF THE PLUMBING SYSTEMS. IF ANY DEPARTURES FROM THE DRAWINGS ARE DEEMED NECESSARY BY THE PLUMBING CONTRACTOR, DETAILS OF SUCH DEPARTURES AND THE REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. NO SUCH DEPARTURES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER. EQUIPMENT AND PIPING ARRANGEMENTS SHALL PROVIDE ADEQUATE AND ACCEPTABLE CLEARANCES FOR ENTRY, SERVICING, AND MAINTENANCE.

P-2 WORK NOT INCLUDED

A.) THE FOLLOWING ITEMS OF WORK ARE TO BE DONE BY OTHERS AND SHALL NOT BE INCLUDED IN THE WORK OF THIS SECTION. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO SUPPLY THE OTHER CONTRACTORS WITH THE NECESSARY INFORMATION, DRAWINGS, AND SUPERVISION SO THAT THEY CAN PROPERLY COMPLETE THEIR PHASE OF THE INSTALLATION.

1.) ELECTRICAL WIRING AND MOUNTING OF STARTING AND CONTROL EQUIPMENT FOR ELECTRICALLY OPERATED PLUMBING EQUIPMENT.

2.) ALL ELECTRIC POWER WIRING EXCEPT WHERE FURNISHED AS AN INTEGRAL PART OF FACTORY ASSEMBLED EQUIPMENT OR AS OTHERWISE REQUIRED FOR AUTOMATIC CONTROLS.

P-3 VISITING THE PREMISES

A.) THE PLUMBING CONTRACTOR, BEFORE SUBMITTING A BID ON THE WORK, MUST VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL VISIBLE EXISTING CONDITIONS.

B.) THE SUBMISSION OF A BID WILL BE CONSIDERED AN ACKNOWLEDGMENT ON THE PART OF THE BIDDER OF HIS VISITATION TO THE SITE. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

C.) INSPECT AND VERIFY ALL CONDITIONS WHICH MAY AFFECT COST OF INSTALLATION. VERIFY EXACT LOCATION OF ALL EXISTING PIPES, DUCTS, BEAMS, ETC., WHETHER SHOWN ON THE DRAWINGS OR NOT, SO FAR AS THESE LOCATIONS RELATE TO THE NEW WORK. PROVIDE ANY OFFSETS IN NEW PIPING OR AS MAY BE REQUIRED FOR PROPER CLEARANCES TO AVOID EXISTING DUCTS, CABLES OR OTHER OBSTRUCTION.

P-4 QUALITY ASSURANCE

A.) THE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE C.T. STATE PLUMBING CODES. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

B.) UNLESS OTHERWISE SPECIFIED OR INDICATED, MATERIALS AND WORKMANSHIP SHALL CONFORM WITH THE LATEST EDITION OF THE FOLLOWING CODES AND STANDARDS: AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), UNDERWRITERS' LABORATORIES, INC. (UL)., AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND NATIONAL ELECTRIC CODE.

C.) IF ANY WORK IS PERFORMED AND SUBSEQUENT CHANGES ARE NECESSARY TO CONFORM TO THE ORDINANCES, THE CHANGES SHALL BE MADE AT THE PLUMBING CONTRACTOR'S EXPENSE.

P-5 WORKMANSHIP AND MATERIALS

A.) WORKMANSHIP SHALL BE OF THE BEST QUALITY AND NONE BUT COMPETENT MECHANICS SKILLED IN THEIR TRADES SHALL BE EMPLOYED. THE PLUMBING CONTRACTOR SHALL FURNISH THE SERVICES OF AN EXPERIENCED SUPERINTENDENT, WHO WILL BE CONSTANTLY IN CHARGE OF THE ERECTION OF THE WORK, UNTIL COMPLETED AND ACCEPTED.

P-6 INTERRUPTION OF SERVICES

A.) WHILE WORK IS IN PROGRESS, EXCEPT FOR DESIGNATED SHORT INTERVALS DURING WHICH CONNECTIONS ARE TO BE MADE, CONTINUITY OF SERVICE SHALL BE MAINTAINED TO ALL EXISTING SYSTEMS. INTERRUPTIONS SHALL BE COORDINATED WITH THE OWNERS AS TO TIME AND DURATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INTERRUPTIONS TO SERVICE AND SHALL REPAIR ANY DAMAGES TO EXISTING SYSTEMS CAUSED BY HIS OPERATIONS. ANY SHUT DOWNS MUST BE APPROVED IN WRITING BY THE BUILDING MANAGEMENT PRIOR TO SHUTDOWN.

P-7 INFORMATION

A.) THE PLUMBING CONTRACTOR SHALL KEEP HIMSELF FULLY INFORMED AS TO THE SHAPE, SIZE, AND POSITION OF ALL OPENINGS AND FOUNDATIONS REQUIRED FOR HIS APPARATUS AND SHALL GIVE FULL INFORMATION TO THE GENERAL CONTRACTOR SUFFICIENTLY IN ADVANCE OF THE WORK, SO THAT ALL SUCH OPENINGS AND FOUNDATION MAY BE BUILT IN ADVANCE. HE SHALL ALSO FURNISH ALL SLEEVES AND SUPPORTS HEREIN SPECIFIED OR REQUIRED, SO THE GENERAL CONTRACTOR MAY BUILD SAME IN PLACE.

B.) THE PLUMBING CONTRACTOR SHALL OBTAIN DETAILED INFORMATION FROM THE MANUFACTURERS OF APPARATUS, WHICH HE IS TO PROVIDE, FOR THE PROPER METHODS OF INSTALLATION. HE SHALL ALSO OBTAIN ANY INFORMATION FROM OTHER SUBCONTRACTORS TO ENSURE FULL COMPREHENSION OF THE WORK TO BE DONE AND TO ENSURE COORDINATION BETWEEN WORK UNDER THIS SECTION AND ALL OTHER WORK UNDER THIS CONTRACT.

P-8 REMOVALS

A.) REMOVE AND DISPOSE OF ALL PIPING, AND ACCESSORIES WITHIN THE PROJECT AREA AS SHOWN ON THE DRAWINGS OR AS REQUIRED FOR THE INSTALLATION OF THE WORK OF THIS PROJECT.

B.) THIS WORK SHALL BE EXECUTED IN AN ORDERLY AND CAREFUL MANNER, WITH DUE CONSIDERATION FOR THE PROTECTION OF ADJACENT ACTIVITIES. DUST PRODUCING DEMOLITION SHALL BE ISOLATED WITH PROPER PRECAUTIONS.

C.) THE CONTRACTOR SHALL ASK THE OWNER FOR INSTRUCTIONS IF HE ENCOUNTERS ANY WORK, THE DEMOLITION OF WHICH MIGHT RESULT IN A HAZARDOUS CONDITION.

P-9 DUST PROTECTION

A.) IT IS IMPERATIVE THAT DURING DEMOLITION AND ALSO DURING NORMAL CONSTRUCTION WHERE THERE IS ANY POSSIBILITY OF DUST DUE TO CONSTRUCTION WORK CONTAMINATING THE OWNER'S EQUIPMENT OR CAUSING A NUISANCE TO PERSONNEL, THIS CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PROTECTION AS REQUIRED.

B.) WHEREVER POLYETHYLENE IS USED AS PROTECTIVE TARPAULINS OR DROP-CLOTH, IT SHALL BE FIRE-RETARDANT POLYETHYLENE SHEETING, .004" THICK.

P-10 TIME AND MANNER

A.) ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS UNLESS OTHERWISE DIRECTED BY THE OWNERS REPRESENTATIVE OR NOTED ON THE PLANS

B.) PRIOR TO THE BEGINNING OF WORK THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF WORK TO THE OWNER BASED ON THE DATES GIVEN IN THE PRE-BID MEETING. ANY SHUTDOWNS OF EXISTING SYSTEMS MUST BE VERIFIED IN WRITING WITH THE OWNER'S REPRESENTATIVE.

C.) ANY SHUT-DOWN OF EXISTING SYSTEMS WHERE SUCH SHUT-DOWN IS REQUIRED FOR THE PERFORMANCE OF THE WORK UNDER THE CONTRACT SHALL BE AT SUCH TIMES AS DESIGNATED BY OWNER'S REPRESENTATIVE. RESTORE SYSTEMS TO ORIGINAL CONDITION AFTER PERFORMANCE WORK. THE INTENT IS TO INSURE MINIMUM INTERFERENCE WITH OPERATION OF EXISTING FACILITIES. REPAIR ANY DAMAGE DONE TO BUILDING RESULTING FROM INSTALLATION OF NEW WORK.

END OF SPECIFICATIONS

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

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ADD/ALTERNATE 2

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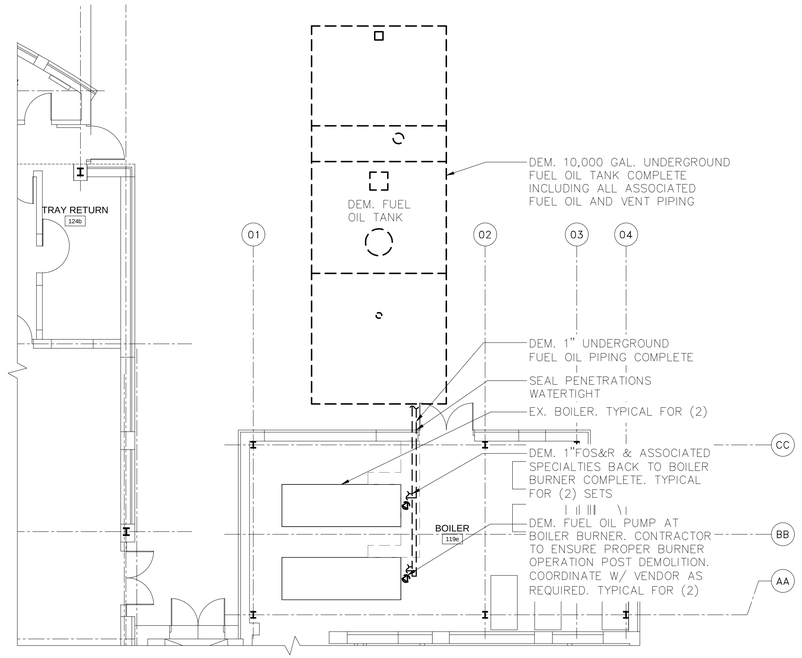
Professional Seal

No.	Date	Issue
1	04-16-2018	ISSUED FOR BID

Sheet Title

NORTH STREET SCHOOL PLUMBING FUEL OIL DEMOLITION PLAN

Job No. 2018-1009	Sheet No. P-104
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMB/RG	



1 GROUND FLOOR PLUMBING FUEL OIL DEMOLITION PART PLAN

SCALE: 1/8" = 1'-0"

NORTH

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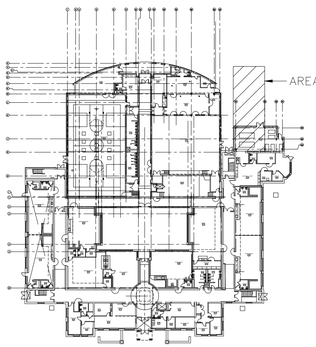

2 KEY PLAN

SCALE: 1/64" = 1'-0"

NORTH

SYMBOL & ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
	FO	FUEL OIL
	TYP	TYPICAL
	–	TEE DOWN
	–	ELBOW DOWN
	–	TEE UP
	–	ELBOW UP
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	–	PUMP
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P-8 REMOVALS

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B.) WHEREVER POLYETHYLENE IS USED AS PROTECTIVE TARPAULINS OR DROP-CLOTH, IT SHALL BE FIRE-RETARDANT POLYETHYLENE SHEETING, .004" THICK.

P-10 TIME AND MANNER

A.) ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS UNLESS OTHERWISE DIRECTED BY THE OWNERS REPRESENTATIVE OR NOTED ON THE PLANS

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END OF SPECIFICATIONS

DISTRICT WIDE
OIL TANK REMOVAL
PROJECT

Greenwich Public Schools

290 Greenwich Avenue
Greenwich, CT 06830

KG+D architects
kaeyer, garment + davidson architects, pc
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New York 10532
914.747.2800

12 East 49th Street, 11th Flr.
New York, NY 10017
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ADD/ALTERNATE 3

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Professional Seal

No.	Date	Issue
1	04-16-2018	ISSUED FOR BID

Sheet Title

COS COB SCHOOL
PLUMBING FUEL OIL
DEMOLITION PLAN

Job No. 2018-1009	Sheet No. P-105
Date 04-16-18	
Scale AS NOTED	
Drawn/Checked AMB/RG	