

*Project Manual &
Technical Specifications*

**BUILDING REMEDIATION
& DEMOLITION /
REMOVAL**

at

**737 & 741 Colonel Ledyard Highway
Ledyard, CT
Bid #2014-06**

February 18, 2014

J H
JACUNSKI HUMES

ARCHITECTS, LLC

15 MASSIRIO DRIVE SUITE 101
BERLIN, CONNECTICUT
(860)-828-9221 FAX (860)-828-9223

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Hazardous Materials Documentation:

- * Pre-Demolition Asbestos, PCB's, Mercury Survey and TCLP Analysis, for 737 Colonel Ledyard Highway, Ledyard, CT as prepared by Mystic Air Quality Consultants, dated January 23, 2014
- * Pre-Demolition Asbestos, PCB's, Mercury Survey and TCLP Analysis, for 737R Colonel Ledyard Highway, Ledyard, CT as prepared by Mystic Air Quality Consultants, dated January 23, 2014
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- * The above Pre-Demolition Asbestos Removal Specifications and Reports are included as a guide for removal and disposal of hazardous containing materials. It is the Contractor's responsibility to insure that all Federal, State and Local requirements for handling of hazardous containing materials are met and that proper precautions for protection of personnel are adhered to. The Specification section and Reports mentioned above were prepared by the Owner's Consultant, Mystic Air Quality Consultants, Inc., 1204 North Road, Route 117, Groton, CT, and is included herein as a courtesy to the Owner. They do not represent instructions, decisions or directions on the part of the Architect, Jacunski Humes Architects, LLC, 15 Massirio Drive, Suite 101, CT 06037.

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INVITATION TO BID

BUILDING REMEDIATION & DEMOLITION / REMOVAL at 737 & 741 COLONEL LEDYARD HIGHWAY LEDYARD, CT BID #2014-06

General Description of the Work: The Project consists of remediation and abatement, building demolition, removals, and legal disposal of existing structures located at:

- 1. 737 Colonel Ledyard Highway, Ledyard, CT (2 total)**
- 2. 741 Colonel Ledyard Highway, Ledyard, CT (1 total)**

Qualifications of Contractors: Eligible Bidders shall be Contractors with prior experience with similar scope of work.

Owner: Town of Ledyard, Connecticut

Place for Receiving Bids: Office of the Mayor, 741 Colonel Ledyard Highway, Ledyard, CT 06339.

Sealed bids for all designated work will be received at the Office of the Mayor until **2:00 p.m.**, local time on **Thursday, March 20, 2014**. At that time all bids will be publicly opened and read aloud. Bid proposals sent by facsimile will not be accepted.

Place for Obtaining Bidding Documents: The Town of Ledyard Website:
<http://www.town.ledyard.ct.us/>
Contract Documents will be available on or after:
February 27, 2014, 10:00 a.m.

Bid Instructions and Forms: Full instructions and forms are included in the Bidding Documents.

Bid Form: Sealed proposals submitted with bid security. Bid Security shall be issued payable to the "Town of Ledyard" in the form of certified check, cashier's check, or bid bond in the amount of 5% of the Base Bid. Label exterior of envelope with project title to avoid premature opening of bid.

Required Bonds: Performance Bond and Labor and Material Payment Bond for 100% of the Contract price with a surety company satisfactory to the Owner.

Withdrawal of Bids: No bid may be withdrawn for a period of sixty (60) days after the opening of bids without written consent of the Owner.

Rejection of Bids: The Town of Ledyard reserves the right to accept or reject any or all bids and waive any formalities in the bidding.

Applicable Laws: The bidding shall be done in accordance with the Code of the Town of Ledyard, and the laws of the State of Connecticut.

Wage Requirements: Attention of bidders is directed to certain requirements of this contract which require payment of State prevailing wage rates, provision of 100% Performance and Labor and Material Payment bonds, and compliance with certain local and state requirements.

Pre-Bid Conference: A pre-Bid Conference will be held on **Thursday, March 13, 2014, at 11:00 a.m.** local time at the project site(s). All prospective bidders are **ENCOURAGED** to attend.

END OF INVITATION TO BID

AIA[®] Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Building Remediation / Demolition / Removals to
737 Colonel Ledyard Highway and
Related Structures
Ledyard, CT

THE OWNER:

(Name, legal status and address)

Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06339-1511

THE ARCHITECT:

(Name, legal status and address)

Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1)

withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SUPPLEMENTARY INSTRUCTION TO BIDDERS

Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Certain Articles of the AIA Instructions to Bidders are revised or replaced by requirements of the Supplementary Instructions, listed below. Such revisions are replacements and shall take precedence over the AIA Document A701, "Instructions to Bidders".

The following Articles, revised paragraphs and clauses have the same numerical designations occurring in the AIA Instructions to Bidders, and all additions follow in direct numbered sequence.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

Add the following to Paragraph 2.1.3.:

2.1.3.1 The project site(s) are identified in the Contract Documents and building exteriors are available for viewing at all times. All Bidders, upon entering the sites, shall be prepared to identify themselves to Owner and state their purpose for being on the sites. The building interiors will be made available to all Demolition Contractors for viewing by specific appointment and prior approval through the Owner.

Add the following as paragraph 2.1.5:

2.1.5 Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, Addendum or other documents or to visit the sites and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to their Bid or the Contract.

ARTICLE 3 - BIDDING DOCUMENTS

Revise Paragraph 3.1, Copies, as follows:

Delete "... within ten days after receipt of Bids."
and Substitute "... within sixty (60) days of receipt of Bids".

Add the following to Paragraph 3.2, Interpretation or Correction of Bidding Documents:

Add Subparagraph:

3.2.1.1 Any conflict existing between or within the Drawings and the Specifications and not brought to the attention of the Owner and clarified before bids are submitted shall be resolved on the basis of furnishing the greatest quantity and/or highest quality indicated, without cost to the Contract.

Add Subparagraph:

3.2.4 A pre-Bid Conference will be held on **Thursday, March 13, 2014, at 11:00 a.m.** local time at the project site(s). All prospective bidders are **ENCOURAGED** to attend.

Add the following to Paragraph 3.3, Substitutions:

Add Subparagraph:

3.3.4.1 After the award of the Contract, no substitutions will be considered for the brands specified except upon written request of the Contractor and written approval by the Owner's concurrence. Substitutions shall be submitted including the entire system and/or assembly attached thereto.

Add Paragraph:

3.3.5 Approval by the Owner of any such substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

ARTICLE 4 - BIDDING PROCEDURES

Revise Paragraph 4.2, Bid Security, as follows:

Add Subparagraph:

4.2.1.1 Each Bid shall be accompanied by a Bid Security. Bid Security shall be in the form of a Surety Bond as stated herein or a certified or cashier's check made payable to "Town of Ledyard" in the amount of five percent (5%) of the Base Bid. All sureties must also be listed on the most recent IRS Circular 570.

Delete Paragraph 4.2.2 and substitute the following:

4.2.2 Surety Bid Bonds shall be written on forms similar in content to AIA Document A310 and executed by a company authorized to transact business within the State of Connecticut, and the attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney.

Add Paragraph 4.4.1.1

4.4.1.1 Negligence on the part of the Bidder in preparing the Proposal shall not justify the withdrawal of such Proposal after all bids have been opened.

Add Paragraph 4.4.5:

4.4.5 Amendments to or withdrawals of Bid received later than the time and date set for Bid Opening will not be considered.

ARTICLE 5 - CONSIDERATION OF BIDS

Add the following to Paragraph 5.3, Acceptance of Bid (Award):

Add Paragraphs:

5.3.3 Prior to the award of a Contract, if so requested, Bidders must present satisfactory evidence that they have been regularly engaged in the business of doing such work as they propose to execute and that they are prepared with the necessary supervisory staff, capital, materials and machinery to conduct and complete the work to be contracted for in accordance with the Drawings and Specifications and to begin it promptly when ordered.

5.3.4 A Bid may be rejected if the Bidder cannot show that he has the necessary capital and experience and owns, controls or can produce the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or time specified; and that he is not already obligated for other work which would delay the commencement, prosecution, or completion of this work. A Bid may also be rejected if the Bidder has previously failed to complete a Contract within the time required or had previously performed a similar work in an unsatisfactory manner.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

Revise Paragraph 7.1, Bond Requirements, as follows:

Delete Paragraph 7.1.1 and Replace with the following:

7.1.1 The successful Bidder shall furnish at his expense at the time of executing the Contract, and in the form of AIA Document A312, Performance and Labor & Material Payment Bonds in the penal amounts of 100% of the amount of the Contract. These bonds shall be executed by the bidder and a surety company duly authorized to conduct such business in the State of Connecticut and acceptable to the Awarding Authority. The terms of all applicable statutes shall be read into, govern, and be made a part of such bonds as if they were specifically included therein. All sureties must also be listed on the most recent IRS Circular 570.

Add Paragraph 8.2: Failure of Bidder to Execute Contract

Add Paragraph 8.2.1: When notification of award of Contract is made to the successful Bidder and he does not, within two weeks thereafter, execute a Contract in the form herein before mentioned and furnish Satisfactory Bond, his Bid Security shall be paid over to and retained by the Awarding Authority as liquidated damages.

Add the following Article:

9.0 FAIR EMPLOYMENT PRACTICES

9.1.1 The Bidder agrees and warrants that in the submission of his sealed Bid he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that disability prevents performance of that which must be done to successfully fulfill the terms of his sealed Bid or in any manner which is prohibited by the laws of the United States, State of Connecticut, or the Town of Ledyard.

Add the following Article:

10.0 TAXES

10.1 The Owner is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes should not be included in the Bid Price. The Owner is also exempt from payment of the Federal transportation tax where applicable and such tax must not be included in Bid Price. No exemption certificate is required for this tax.

Add the following Article:

ARTICLE 11 - BID FORMS

11.1.1 All Bidders shall furnish the following documents with the sealed bid to avoid having his bid rejected for non-compliance. Other documents or certifications may be required to fulfill particular circumstances noted in the project manual and shall be included if required.

11.1.2 All Bidders shall furnish:

1. **One (1) original** of fully executed Bid Form (format as provided).
2. Form of Bid Security (in an amount equal to 5% of the bid amount)

11.1.4 Each bid shall be sealed in an opaque envelope with the following legibly marked on one side of the envelope:

1. Bid Form and required Bidding Documents Enclosed
2. Name of Bidder

- 11.1.6 If a bid is mailed, it shall be enclosed in an outer envelope with the Bidder's name and business address marked legibly thereon, addressed as follows:

Office of the Mayor
741 Colonel Ledyard Highway
Ledyard, CT 06339-1511

Attn:
Building Remediation & Demolition / Removal at 737 & 741
Colonel Ledyard Highway, Ledyard, CT

The Town of Ledyard must receive bid by date and time indicated in the Invitation to Bid, or amended through Addendum.

- 11.1.5 Each Trade Contractor shall take this bid submittal as one complete unit as further described by the contract documents and all bids shall be for the entire scope of work as advertised.
- 11.1.6 Partial bids will not be accepted and will be rejected by the Owner.

END OF SECTION SITB

BID FORM

**BUILDING REMEDIATION & DEMOLITION / REMOVAL
at
737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT
Bid #2014-06**

Date _____

To: Office of the Mayor
741 Colonel Ledyard Highway
Ledyard, CT 06339-1511

Pursuant to and in compliance with your "Invitation to Bid" relating thereto, the undersigned,

(Name of Firm)

having visited the sites and carefully examined the Project Site(s), Project Manual and Specifications dated February 18, 2014, together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids as prepared by the Owner; hereby offers and agrees as follows:

To provide all labor, materials, equipment and whatsoever else necessary according to the requirements and contract documents to install and properly finish all work in connection with the,

**BUILDING REMEDIATION / DEMOLITION / REMOVALS
at
737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT**

to the satisfaction of the Owner and Architect for the Base Bid Lump Sum of:

(\$ _____)

CONTRACT TIME:

If awarded this Contract, we will execute an Agreement with the Town of Ledyard, Owner of the property and will be Substantially Complete, according to contract documents, Section 01010, Section 1.6 - Construction Phasing and Section 1.7 - Construction Time, and AIA Document A201, by one hundred twenty (120) calendar days from Owner's Notice to Proceed. Anticipated Owner's Notice to Proceed is April 1, 2014.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this project. The Bid includes Addenda listed below and they are hereby acknowledged:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Enclosed herewith, is the required Bid Security in the form of:

Bid Bond () Certified Check () Cashier's Check ()

in the amount of: _____ (\$ _____)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: __ (_____) _____

BY: _____

(authorized signature, officer of bidder's company)

(above name typewritten)

TITLE: _____

NOTICE TO ALL BIDDERS

ALL BIDDERS MUST ALSO ATTACH THE FOLLOWING TO THEIR BID PROPOSAL.

1. Form of Bid Security (5%)

Failure to do so shall result in rejection of bid.

END OF BID FORM

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Building Remediation / Demolition / Removals to
737 Colonel Ledyard Highway and
Related Structures
Ledyard, CT

THE OWNER:

(Name, legal status and address)

Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06339-1511

THE ARCHITECT:

(Name, legal status and address)

Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

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ADDITIONS AND DELETIONS:

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

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

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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 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 and certify termination of the Agreement under Section 14.2.2.

§ 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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§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

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

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The 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 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.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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.

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

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

§ 3.5 WARRANTY

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.

§ 3.6 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 21 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services 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. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law 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.

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§ 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 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.

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

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

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

§ 5.4.3 Upon such 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

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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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

- .1 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 7.3.7.

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

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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

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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 7.3.7 shall be limited to the following:

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

§ 7.3.8 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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.

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§ 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 material and equipment 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 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, except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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§ 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.

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§ 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 LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual 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, whether completed or partially completed, of the Owner or separate contractors 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.

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§ 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 except that, 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to 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 such assignment.

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

Init.

§ 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

Init.

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 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.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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.

Init.

§ 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 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 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. 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 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

SUPPLEMENTARY GENERAL CONDITIONS

REVISED, FEBRUARY 18, 2014

1.1 GENERAL CONDITIONS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors.

1.2 SUPPLEMENTARY GENERAL CONDITIONS

- A. Certain articles of the AIA General Conditions are revised by, or are replaced by requirements of the following Supplementary Conditions. Such revisions for replacements shall take precedence over the AIA General Conditions.
- B. Where any Article of the AIA General Conditions is supplemented hereby, the AIA provisions of such Article shall remain in effect. All the supplementary provisions shall be considered as added thereto. Where any such article is amended, voided, or superseded thereby, the provisions of such Article not so specifically amended, voided, or superseded shall remain in affect.

AMENDMENT OF ARTICLE 3 - CONTRACTOR

Add the following to Paragraph 3.2, Review of Contract Documents and Field Conditions:

- 3.2.5 After reporting to the Architect any error, inconsistency, or omission it may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modification to the Drawings and/or Specifications.
- 3.2.6 In the event of conflict between portions of the Contract Documents, Contractor shall ask for written decision from the Architect as to which method or material will be required.

Add the following to Paragraph 3.4, Labor and Materials:

- 3.4.4 The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher cost.

Add the following to Paragraph 3.6, Taxes:

- 3.6.1 Under the terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his Bid nor charge any use or sales tax thereon.

Revise Paragraph 3.7.1 as follows:

Substitute the words “and pay for the” in the first and second lines, with “a”, the Owner is waiving the permit fee for this project.

Add the following to Paragraph 3.7, Permits, Fees and Notices:

3.7.6 The requirements of Subparagraphs do not waive the Contractor’s responsibility of complying with the requirements of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

Add the following to Paragraph 3.15, Cleaning Up:

3.15.3 No burning of rubbish at the job sight will be permitted. Provision for removal of rubbish will be made by the Contractor at no additional cost to the Owner.

Revise Paragraph 3.18, Indemnification, as follows:

Change to read:

3.18.1 The Contractor shall indemnify and save harmless the said Owner, and its respective officers, agents and servants, and the Architect and its agents and employees, named as co-defendant in any claim or suit and their respective officers, agents and servants, on amount of any and all claims, damages, losses, litigation, expense counsel fees and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by the servants, employees or agents of the Owner and their respective officers, agents and servants, or of the Contractor or of and Subcontractors or material men, and from injuries (including death) sustained by, or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person, or damage to property, real or personal (including property of the Owner, and their respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor or any Subcontractor or material men or anyone directly or indirectly employed by them while engaged in the performance of any work for and/or in the Owner and its respective contract period specified in the Contract Permit or agreement and the Contractor agrees he will maintain insurance as required hereon.

ARTICLE 7 - CHANGES IN THE WORK

Add the following to Paragraph 7.2, Change Orders:

7.2.2 If the cost or credit to the Owner results from a change in the work, the value of such cost or credit shall be determined as follows:

- .1 The cost of labor performed and material used by the Contractor with their own forces.
- .2 The cost of Workmen’s Compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bonds.

- .3 Actual cost of rental rates for equipment employed and used directly on the work.
- .4 Fifteen percent (15%) of .1, .2, and .3 above-mentioned for overhead, superintendence and profit; however, if the work to be performed results in a credit to the Owner, no percentage for overhead and profit will apply.
- .5 On work to be performed by a Subcontractor, the Contractor's allowance is to be ten percent (10%) applied to a total cost of Subcontractor's work, including Contractor's allowance as per Paragraph 7.
- .6 On any changes involving the Contractor, Subcontractor or any contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.
- .7 On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead and profit applied to Paragraphs .1, .2, and .3 above.
- .8 The Contractor, when performing work under .3 shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

ARTICLE 9 - PAYMENTS AND COMPLETION

Revise Paragraph 9.3, Applications for Payment, as follows:

Change 9.3.1 to read:

- 9.3.1 In order to expedient monthly payments during the course of the project, the Contractor shall review with the Architect a preliminary draft of the aforementioned application for payment to assure agreement with the Contractor before final copies of the application are typed and formally submitted. The Architect shall then review the Contractor's formal application for payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of material delivered and suitably stored at the site at the time of such estimate. The Owner shall retain five percent (5%) of such estimated value, said retainage to be held by the Owner as part security for the fulfillment of this Contract by the Contractor, and shall monthly pay the Contractor, while carrying in the work, the balance not retained as aforesaid, after deducing therefrom all previous payments and all sums to be kept or retained under the provisions of this Contract. Final payment, including the retainage, shall be due within thirty (30) days after completion of the Contract fully performed as determined by the Architect. The Owner shall put forth its best effort to make payment within thirty (30) days after delivery of the item or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty (30) days unless otherwise specified.

Payment terms allowing less than twenty (20) days cannot be considered in determining the lowest Bidder.

No voucher, claim or charge against the Owner shall be paid without the approval of the Owner for correctness and legality. Appropriate checks shall be drawn by the Owner for approved claims or charges and they shall be valid without counter signature unless the Owner otherwise prescribed.

Add the following to Paragraph 9.3, Applications for Payment:

9.3.4 Applications for payments shall be submitted in four copies.

Add the following to Paragraph 9.6, Progress Payments:

9.6.8 No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

Add the following to Paragraph 9.10, Final Completion and Final Payment:

9.10.6 It is also agreed that no partial payments on account by the Owner nor the presence of the Architect, or Inspectors or their supervisors or inspection of work or materials, nor the use of parts of the proposed structure shall constitute an acceptance of any part of the work prior to substantial completion as defined in Paragraph 9.8.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Add the following to Paragraph 10.2, Safety of Persons and Property:

10.2.9 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

10.2.10 The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

10.2.11 The Contractor shall take immediate action to correct any hazardous conditions reported.

10.2.13 The Contractor shall comply with the requirements of the Occupational Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which have administered such acts; and said requirements, standards and regulations are incorporated herein by reference.

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

The Contractor shall indemnify the Owner and the Architect and save them harmless from any and all losses, cost and expenses, including fines and reasonable attorney's fees incurred by Owner and Architect by reason of the real or alleged violation of such laws,

ordinances, regulations and directives, Federal, State and Local, which are currently in effect or which have become effective in the future, by the Contractor, its Subcontractors or material suppliers.

AMENDMENT TO ARTICLE 11 - INSURANCE AND BONDS

AMEND ARTICLE 11 IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

Amend Paragraph 11.1. Contractor's Liability Insurance, as follows:

Delete "shall purchase from" and substitute "shall demonstrate and proved evidence of insurance in an industry-accepted certificate of insurance"

Delete the semi-colon at the end of Clause 11.1.1.1 and add:

, including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entitles shall maintain voluntary compensation coverage at the same limits specified to mandatory coverage for the duration of the Project.

Delete the semi-colon at the and of Clause 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the contract documents to provide the insurance required by that clause;

Add the following Clauses 11.1.1.9 and 11.1.1.10 to Subparagraph 11.1.1:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. Premises Operations (including X, C and U coverage as applicable).
- b. Independent Contractors' Protective.
- c. Products and Completed Operations.
- d. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
- e. Non-owned, and hired motor vehicles.
- f. Broad Form Property Damage including Completed Operations.

11.1.1.10 General Liability must be provided on an occurrence basis.

Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:

(a) State:

Statutory

(b) Applicable Federal (e.g., Longshoremen's):

Statutory

(c) Employer's Liability;

\$100,000.00 per Accident
\$500,000.00 Disease, Policy Limit
\$100,000.00 Disease, Each Employee

2. Commercial General Liability (including Promises-operations; independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily injury & Property Damage

\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

(c) Products and Completed operations to be maintained for 2 years after final payment;

\$1,000,000.00 Aggregate

(d) Property Damage Liability insurance shall provide X, C, and U coverage.

(e) Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

(a) Bodily Injury:

\$1,000,000.00 Each Occurrence
\$1,000,000.00 Aggregate

(b) Property Damage:

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

4. Umbrella-Insurance

\$5,000,000.00 Aggregate

Modify item 11.1.3:

Delete first sentence and replace with:

The Demolition Contractor shall not commence work under this contract until he/she has obtained all the insurance required by the Owner, nor shall the Demolition Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved, and certificates attesting to the same have been provided to the Owner.

Add the following to subparagraph 11.1.3:

For purposes of insurance's, all notices shall be addressed to "Office of the Mayor, 741 Colonel Ledyard Highway, Ledyard, CT 06339".

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

Add Item 11.1.4:

The Contractor shall furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.

1. Business Auto Liability (non-owned, and hired vehicles):

(a) Combined Single Limit:

\$1,000,000.00

2. The policies for the above required General Liability and Auto Liability coverage shall name the Owner as additional insured and shall, in addition, indemnify and hold harmless the Owner and Agents and employees of any of them as required by paragraph 3.18 of the General Conditions.

Amend Paragraph 11.4. Property Insurance, as follows:

Add the following sentence to Clause 11.4.1.1:

The form of policy for this coverage shall be Completed Value.

Delete Clause 11.4.1.4 and substitute the following:

- 11.4.1.4 The Demolition Contractor shall provide insurance coverage for portions of the work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.

Amend Paragraph 11.5. Performance Bond and Payment Bond, as follows:

Amend Paragraph 11.5. Performance Bond and Payment Bond, as follows:

Delete Subparagraph 11.5.1 and substitute the following:

- 11.5.1 The Demolition Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. Bonds may be obtained through the Demolition Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% percent of the Contract Sum.
- 11.5.1.1 The Demolition Contractor shall deliver the required bonds to the Owner upon the date the Agreement is entered into.
- 11.5.1.2 The Demolition Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
- 11.5.1.3 The Demolition Contractor shall comply with the latest IRS Circular 570.

END OF SUPPLEMENTARY GENERAL CONDITIONS

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

**Minimum Rates and Classifications
for Building Construction**

ID# : B 18795

**Connecticut Department of Labor
Wage and Workplace Standards Division**

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

Project Number:

Project Town: Ledyard

State#:

FAP#:

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

CLASSIFICATION

Hourly Rate

Benefits

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings

35.00

27.41

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**

2) Boilermaker

35.24

25.01

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	27.46 + a
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3b) Tile Setter	33.05	23.28
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	25.95	19.82
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3e) Plasterer	32.50	27.46
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-----LABORERS-----

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.65	17.15
4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80	26.65	17.15
4d) Group 5: Air track operators, Sand blasters	27.15	17.15
4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
4i) Group 10: Traffic Control Signalman	16.00	17.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	30.45	21.65
5a) Millwrights	30.78	22.15

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.60	22.22+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.15	26.785+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.37	6.5%+10.04
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Linemen/Cable Splicer	44.30	6.5%+17.70
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8) Glazier (Trade License required: FG-1,2)	34.18	17.75
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As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	32.53	21.55 + a

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	30.49	21.55 + a
Group 12: Wellpoint operator.	30.43	21.55 + a
Group 13: Compressor battery operator.	29.85	21.55 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	30.62	17.75
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10b) Taping Only/Drywall Finishing	31.37	17.75
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As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

10c) Paperhanger and Red Label	31.12	17.75
10e) Blast and Spray	33.62	17.75
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	39.31	26.27
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
13) Roofer (composition)	31.70	17.36
14) Roofer (slate & tile)	32.20	17.36

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	33.84	31.18
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	39.31	26.27
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	18.27 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
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17c) 3 Axle Ready Mix	28.03	18.27 + a
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As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
17e) 4 Axle Ready Mix	28.13	18.27 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

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

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

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

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Tuesday, February 25, 2014

Project: Building Remediation And Demolition At 737 And 741 Colonel Ledyard Highway

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

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

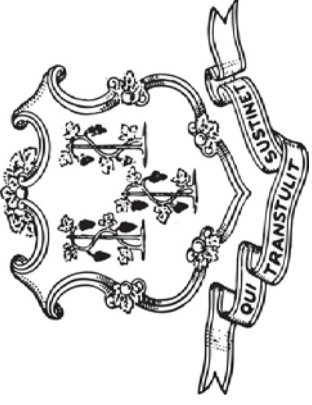
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

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

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

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

As of: Tuesday, February 25, 2014



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement 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 Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should 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.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

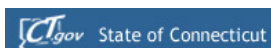
Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____



Governor Dannel P. Malloy

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CERTIFIED PAYROLL FORM WWS - CPI

Employee Complaint Forms

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Employer Forms

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Laws/Legislation

Manuals and Publications

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Compliance Assistance

Prevailing Wages

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

Standard Wage Rates

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)

Workplace Standards

- [Sample Completed Form](#) (PDF, 101KB)

Employment of Minors

FMLA

Joint Enforcement

Commission For Worker

Misclassification (JEC)

Stop Work Orders

Reports of Activities

FAQs

Contact Us

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000

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CONNECTICUT DEPARTMENT OF LABOR

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Misclassification \(JEC\)](#)[Stop Work Orders](#)[Reports of Activities](#)[FAQs](#)[Contact Us](#)**OCCUPATIONAL CLASSIFICATION BULLETIN**

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

- Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

- Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

- Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

- Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

- Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

- Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

- **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

- **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"

- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
[Home](#) | [CT.gov Home](#) | [Send Feedback](#) <%end if%><%if cbool (request.Cookies(Application("HOME_NAME"))("AA"))=true and request.Cookies(Application("HOME_NAME"))("CA")<>"CF83CBC7" then call Session_WriteString(" | Admin") end if%>
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Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

CONSTRUCTION CONTRACT

BUILDING REMEDIATION & DEMOLITION / REMOVAL

at

737 & 741 COLONEL LEDYARD HIGHWAY

LEDYARD, CT

Bid #2014-06

This Contract dated the ____ day of _____, 2014 is between TBD (hereinafter called the "Contractor") and The Town of Ledyard (hereinafter called the "Owner").

WITNESSETH, based upon mutual promises and considerations the Contractor and Owner agree as follows:

ARTICLE 1. Scope of Work. The Contractor promises to perform and complete in an efficient and workmanlike manner all work required for the *Building Remediation Demolition and Removal at 737 & 741 Colonel Ledyard Highway* in Ledyard, CT, , in strict accordance with the "Contract Documents" as defined below. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, subcontractor services, equipment and service, including utility and transportation service, to fulfill its obligations as set forth in the Contract Documents.

The "Contract Documents" which define the scope, time for completion and manner of work to be performed include:

1. This Contract;
2. Plans, Project Manual and Specifications Titled "*Remediation Demolition and Removal at 737 & 741 Colonel Ledyard Highway, Ledyard, CT*"
3. The representations, proposals and statements made by the Contractor in its bid submission; and
4. All applicable local, state or federal laws or codes that apply to the work being performed.

Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the work by the completion date set forth herein and include all services, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the work in accordance with all applicable laws, codes, and professional standards. In addition, if Contractor performs any services and if it knows or should have known that any of the Contract Documents contain a recognized error, inconsistency, or omission, Contractor shall be responsible for such performance and shall bear the cost for correction thereof.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds for the total lump sum prices of work performed, and at the unit prices for additional work requested and agreed upon by Owner and Contractor. Contractor and Owner agree that the lump sum contract fee is (*Lump Sum Price*). Contractor will be paid by Owner within thirty (30) days of completion and acceptance of the completed work by the Town of Ledyard and their professional consultants. If the Contractor's request for payment is disapproved, the Owner shall state the reasons for said disapproval in writing. The Owner shall approve partial payment in proportion to the amount of work that he deems as satisfactorily completed and withhold such portion of the final payment as he deems necessary to finish any uncompleted work or remedy any work that is not done in accordance with the Contract Documents.

The Town of Ledyard is exempt from sales tax on all materials and services subject to state taxes.

ARTICLE 3. Commencement of Work and Time of Completion. The Contractor shall commence the work on or before (*Date*) and the entire demolition project shall be completed within one hundred and twenty (120) calendar days after commencement of the work.

ARTICLE 4. Contacts for Parites. The contact person for Owner and the Contractor for the purposes of communication and notices shall be:

- a. For the Town of Ledyard:
John A. Rodolico, Mayor
741 Colonel Ledyard Highway
Ledyard, CT 06339-1511
- b. For the Architect:
Brian Humes, AIA
Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037
- c. For the Contractor:
TBD

ARTICLE 5. Arbitration and Litigation. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall, at the option of the Owner, be settled by arbitration. Arbitration shall be submitted to Litigation Alternatives in West Hartford, Connecticut or any other mutually agreed upon Arbitration forum. The decision of the Arbitrator shall be final and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The Contractor shall submit notice of any claim against the Owner in writing stating the nature of the claim. "Claim" for purposes of this section, does not include an application for payment unless said application was denied or disputed by the Owner. Owner shall have a period of twenty (20) days from receipt of such claim notice within which to render its decision on such claim. If the Owner rejects or denies the Contractor's claim, or if the Owner fails to respond to

said claim within the time prescribed, then the Contractor shall make demand upon the Owner to submit the claim to Arbitration. Unless Arbitration is rejected by the Owner, or the parties agree otherwise, the claim shall be submitted to Arbitration within Ninety Days (90) days of the Contractor's demand. If Arbitration is rejected by the Owner, then the Contractor may proceed with other remedies provided by the law.

The Owner shall submit notice of any claim against the Contractor in writing stating the nature of the claim. The Contractor shall have a period of twenty (20) days from receipt of such claim notice within which to correct or address any breach, defect or problem complained of by the Owner. If the Contractor fails to correct or address the Owner's claim to the satisfaction of the Owner, or fails to respond to the claim within said prescribed time period, then the Owner may make demand upon the Contractor to submit the dispute to Arbitration, or seek any other remedy provided at law. If the Owner demands that the matter be submitted to Arbitration the Contractor shall cooperate in submitting any dispute to Arbitration within ninety (90) days of such demand.

Notwithstanding the existence of any dispute between the Owner and the Contractor, the Contractor shall continue to carry on the work and maintain the progress schedule to enable Contractor to complete the work by the completion date set forth above.

If the parties submit any dispute to Arbitration then each party shall initially split the cost of the Arbitration. However, the prevailing party in any dispute which is decided by Arbitration or in Court shall be entitled to be reimbursed for all reasonable costs, including, but not limited to, legal fees and costs associated with Arbitration or Court.

ARTICLE 6. Indemnification/Hold Harmless. The Contractor shall at all times indemnify and save harmless the Owner and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of any breach of this agreement, or arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Owner or (b) the Contractor, its subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the worksite or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor, or its subcontractors, or material men, or by reason of its or their use of faulty, defective or unsuitable materials, tools, equipment of defective design in performing the work. The existence of insurance shall in no way limit the scope of this indemnification.

ARTICLE 7 Insurance Certificates. The Contractor shall maintain in full force and effect the insurance coverages and limits set forth within the contract documents, Invitation to Bid. The Contractor shall file Certificates of Insurance for insurances as specified naming the Owner, the Town of Ledyard, as an additional insured thereon, in duplicate, acceptable to all parties prior to commencement of work, which shall contain a provision that coverage under the policies shall not be canceled, changed or allowed to expire except upon written approval by the Owner.

ARTICLE 8. Performance and Material Bonds. The Contractor and all subcontractors shall provide all requested performance and material bonds as determined by the Owner. Such bonds shall be in place and provided to the Owner prior to commencing any work and shall remain in full force and effect until the Owner accepts the work as complete and done in accordance with this Contract.

ARTICLE 9. Contract Terms in Subcontracts. The Contractor shall require all subcontractors to review and acknowledge familiarity with all the terms and conditions of this Contract and all Contract Documents. All Subcontracts shall be in writing and shall specifically incorporate the terms and conditions of this Contract between the Owner and the Contractor.

THIS AGREEMENT, together with other documents enumerated in ARTICLE 1, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the entire Contract between the parties hereto. In the event that any provision in any component part of the Contract Documents conflicts with any other component part, the provision of the component part first enumerated in Article 1 hereinabove shall govern, except as otherwise specifically stated. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effectiveness of the remaining parts and provisions of the Contract Documents. The Contract Documents shall be governed by the law of the State of Connecticut. This agreement, including all Contract Documents, represents the parties' entire agreement. Any changes to this Contract must be in writing and signed by both the Contractor and the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

Attest:

By: _____
(Name)

(Title)

Attest:

Town of Ledyard

By: _____
John A. Rodolico
Mayor



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

January 23, 2014

Mr. Brian W. Humes
Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

Re: **Pre- Demolition Asbestos, PCBs, Mercury Survey and TCLP Analysis (1/9/14)**
737 Colonel Ledyard Highway
Ledyard, CT

Dear Mr. Humes:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition survey of accessible materials at the location noted above on January 9, 2014. This survey was conducted by our State of Connecticut licensed asbestos inspector, Brian Woodard (inspector's license # 000741) to determine the presence of asbestos-containing materials. The samples were analyzed at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

In addition to the asbestos survey, a composite or TCLP sample was collected and analyzed for lead to determine if the demolition materials would have to be considered lead waste. The sample analysis was also performed by Environmental Hazards Services.

Summary of the findings

Upon testing by polarized light microscopy, the following materials were found to be asbestos containing:

Sample #s	Material/Location	Estimated Affected Area
11-13	Linoleum & Mastic/Kitchen	144 sq. ft.
17-19	Green Floor Tile/Workshop (main tile)	90 sq. ft.
20-22	Tan Floor Tile/Workshop (design pattern)	18 sq. ft.
47	Sink Coating/Kitchen –on bottom of sinks	2 sinks
49-51	Caulking/Exterior Windows –around casings	8 windows
58-60	Glazing Compound/Exterior Older Windows	8 windows
71-73	Caulking/Furnace Room –interior window & door casing	1 window, 1 door
79-81	Floor Tile/Men's & Ladie's Bathrooms	110 sq. ft.
97-98	Flashing Mastic/Exterior Roof –around chimney & penetrations	12 sq. ft.

Special Considerations

Any of the non-asbestos roofing materials with flashing attached will need to be treated as asbestos-contaminated and be cut out with the flashing when it is abated.



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

Mercury and PCB inspection

The inspector noted 0 mercury thermostats found and 25 light fixtures with PCB ballasts in the building.

Non-asbestos containing materials

The roster of suspect materials (Enclosure 3), lists the materials tested. Those that are not already referred to as asbestos containing or assumed asbestos, can be categorized as non-asbestos containing materials.

Implications of the findings

As required by state and federal regulations prior to demolition, all the asbestos-containing materials will need to be removed by a licensed asbestos abatement contractor employing trained and certified personnel who follow all pertinent asbestos abatement regulations.

Limitations of the survey

The survey included destructive testing of floors, wall cavities, and exterior brick and foundation mastics, above ceilings, and roofing core samples. There may be other materials that become evident during your demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

TCLP Analysis results

The results of the TCLP analysis indicate that the building materials do not need to be disposed of as lead waste subsequent to demolition. The results of the sample were below the EPA's TCLP standard of 5 mg/l for lead.

Please do not hesitate to contact us with questions relating to the sample results and any subsequent work that may be performed for your company. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, RS
CEO

Enclosure 1: Asbestos Lab Results

Enclosure 2: Chain of Custody

Enclosure 3: Roster of Suspect Materials

Enclosure 4: Inspector's Diagram of Property

Enclosure 5: TCLP Analysis and Chain of Custody

Enclosure 6: Daily Job Log



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237

Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 14-01-00861

Client: Mystic Air Quality Consultants
1204 North Road Rt. 117
Groton, CT 06340

Received Date: 01/13/2014
Analyzed Date: 01/14/2014
Reported Date: 01/16/2014

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard, CT

Client Number:
07-2564

Fax Number:
860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-001	1		Off-White Paint-Like; Brown Fibrous; White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-002	2		Peach Paint-Like; Brown Fibrous; Off-White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-003	3		Off-White Paint-Like; Chalky; Brown Fibrous; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-004	4		Brown Fibrous; White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-005	5		White Paint-Like; Brown Fibrous; Off-White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-006	6		Brown Fibrous; Light Gray Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-007	7		Beige Paint-Like; Brown Fibrous; Off-White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-008	8		Brown Fibrous; Light Gray Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-009	9		White Paint-Like; Brown Fibrous; Off-White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-010	10		Brown Fibrous; White Chalky; Inhomogeneous	NAD	3% Cellulose 2% Fibrous Glass 95% Non-Fibrous
14-01-00861-011A	11	Linoleum	Brown Vinyl-Like; Beige Fibrous; Inhomogeneous	18% Chrysotile	2% Cellulose 80% Non-Fibrous

Total Asbestos: 18%

Chrysotile present in fibrous backing.

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-011B	11	Mastic	Yellow Adhesive; Homogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
Possible contamination from fibrous backing.					
14-01-00861-012A	12	Linoleum		Did Not Analyze (Positive Stop)	
14-01-00861-012B	12	Mastic		Did Not Analyze (Positive Stop)	
14-01-00861-013A	13	Linoleum		Did Not Analyze (Positive Stop)	
14-01-00861-013B	13	Mastic		Did Not Analyze (Positive Stop)	
14-01-00861-014A	14	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-014B	14	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-015A	15	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-015B	15	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-016A	16	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-016B	16	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-017A	17	Tile	Green/Blue Vinyl; Homogeneous	5% Chrysotile	95% Non-Fibrous
Total Asbestos: 5%					
14-01-00861-017B	17	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-018A	18	Tile		Did Not Analyze (Positive Stop)	
14-01-00861-018B	18	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-019A	19	Tile		Did Not Analyze (Positive Stop)	
14-01-00861-019B	19	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-020A	20	Tile	Brown/White Vinyl; Homogeneous	3% Chrysotile	97% Non-Fibrous
Total Asbestos: 3%					
14-01-00861-020B	20	Mastic	Yellow Adhesive; Homogeneous		100% Non-Fibrous
14-01-00861-021A	21	Tile		Did Not Analyze (Positive Stop)	
14-01-00861-021B	21	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-022A	22	Tile		Did Not Analyze (Positive Stop)	
14-01-00861-022B	22	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-023	23		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-024	24		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-025	25		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-026A	26	Cove Base	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-026B	26	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-027A	27	Cove Base	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-027B	27	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-028A	28	Cove Base	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-028B	28	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-029	29		Green Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-030	30		Green Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-031	31		Green Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-032	32		White Paint-Like; Gray Fibrous; Inhomogeneous	NAD	55% Cellulose 30% Fibrous Glass 15% Non-Fibrous
14-01-00861-033	33		White Paint-Like; Gray Fibrous; Inhomogeneous	NAD	55% Cellulose 30% Fibrous Glass 15% Non-Fibrous
14-01-00861-034	34		White Paint-Like; Gray Fibrous; Inhomogeneous	NAD	55% Cellulose 30% Fibrous Glass 15% Non-Fibrous
14-01-00861-035	35		White Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-036	36		White Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-037	37		White Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-038	38		White Brittle; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-039	39		White Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-040	40		White Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-041	41		White Paint-Like; Granular; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-042	42		White Paint-Like; Granular; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-043	43		White Paint-Like; Granular; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-044	44		Red Adhesive; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
14-01-00861-045	45		Red Adhesive; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
14-01-00861-046	46		Red Adhesive; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard, CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-047	47		Black Tar-Like; Homogeneous	12% Chrysotile	88% Non-Fibrous
Total Asbestos: 12%					
14-01-00861-048	48		White Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-049	49		Off-White/Light Brown Pliable; Inhomogeneous	7% Chrysotile	93% Non-Fibrous
Total Asbestos: 7%					
Chrysotile present throughout sample.					
14-01-00861-050	50			Did Not Analyze (Positive Stop)	
14-01-00861-051	51			Did Not Analyze (Positive Stop)	
14-01-00861-052	52		Clear Cream/Gray Hard Rubbery; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-053	53		Clear Cream/Gray Hard Rubbery; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-054	54		Clear Cream/Gray Hard Rubbery; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-055	55		White Hard Rubbery; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-056	56		White Hard Rubbery; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-057	57		White Hard Rubbery; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-058	58		Gray Chalky; Homogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
14-01-00861-059	59			Did Not Analyze (Positive Stop)	
14-01-00861-060	60			Did Not Analyze (Positive Stop)	
14-01-00861-061	61		Black Tar-Like; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
14-01-00861-062	62		Black Tar-Like; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-063	63		Black Tar-Like; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
14-01-00861-064	64		Tan Brittle; Homogeneous	Trace <1% Chrysotile	100% Non-Fibrous
Total Asbestos: Trace <1%					
14-01-00861-065	65		Tan Brittle; Homogeneous	Trace <1% Chrysotile	100% Non-Fibrous
Total Asbestos: Trace <1%					
14-01-00861-066	66		Tan Brittle; Homogeneous	Trace <1% Chrysotile	100% Non-Fibrous
Total Asbestos: Trace <1%					
14-01-00861-067	67		Tan Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-068	68		Tan Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-069	69		Tan Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-070	70		Tan Adhesive; Homogeneous	NAD	7% Fibrous Glass 93% Non-Fibrous
14-01-00861-071	71		Tan Brittle; Homogeneous	3% Chrysotile	97% Non-Fibrous
Total Asbestos: 3%					

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-072	72			Did Not Analyze (Positive Stop)	
14-01-00861-073	73			Did Not Analyze (Positive Stop)	
14-01-00861-074	74		Dark Gray Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-075	75		Gray Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-076	76		Gray Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-077	77		Gray Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-078	78		White Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-079A	79	Tile	Tan Vinyl; Homogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
14-01-00861-079B	79	Mastic I	Yellow Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-079C	79	Mastic II	Black Tar-Like; Homogeneous	NAD	4% Cellulose 96% Non-Fibrous
14-01-00861-080A	80	Tile		Did Not Analyze (Positive Stop)	
14-01-00861-080B	80	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
14-01-00861-081A	81	Tile		Did Not Analyze (Positive Stop)	
14-01-00861-081B	81	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
14-01-00861-082A	82	Cove Base	Dark Brown/Gray Vinyl; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-082B	82	Mastic	Clear Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-083A	83	Cove Base	Dark Brown/Gray Vinyl; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-083B	83	Mastic	Clear Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-084A	84	Cove Base	Dark Brown/Gray Vinyl; Inhomogeneous	NAD	100% Non-Fibrous
14-01-00861-084B	84	Mastic	Clear Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-085	85		Black Tar; Dark Gray Aggregate; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
14-01-00861-086	86		Black Tar; Dark Gray Aggregate; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
14-01-00861-087	87		Black Tar; Dark Gray Aggregate; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
14-01-00861-088	88		Black Tar; Aggregate; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous
14-01-00861-089	89		Black Tar; Aggregate; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 14-01-00861

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-090	90		Black Tar; Black/Dark Gray Aggregate; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous
14-01-00861-091	91		Black Fibrous; Homogeneous	NAD	88% Cellulose 12% Non-Fibrous
14-01-00861-092	92		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-093	93		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-094	94		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-095	95		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-096	96		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-097	97		Black Tar; Homogeneous	10% Chrysotile	90% Non-Fibrous
Total Asbestos:				10%	

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00861-098	98			Did Not Analyze (Positive Stop)	
14-01-00861-099	99		White Hard Rubbery; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-100	100		White Hard Rubbery; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-101	101		White Hard Rubbery; Homogeneous	NAD	100% Non-Fibrous
14-01-00861-102	102		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-103	103		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous
14-01-00861-104	104		Black Fibrous; Homogeneous	NAD	85% Cellulose 15% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737 Colonel Ledyard Highway; Ledyard,
CT

Report Number: 14-01-00861

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 27-NIST REF, 58-M22004-4, 14-M11996-2
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Laura Holder, Sami Hosn,
Katherine Charles Harris,
Christian H. Schaible

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



104 PLM

Asbestos Chain-of-Custody

Environmental Hazards Services, LLC
 www.ehs-lab.com
 (800) 347-4010
 (804) 275-4907 (fax) 23237

7469 Whitepine Rd
 Richmond, VA
 23237

14-01-00861



Due Date:
 01/16/2014
 (Thursday)
 AE

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT. 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maqc2@aol.com

Project Name and Address: 737 Colonel Ledgard Highway

City/State (required): Lechard, CT City/State/zip: Groton, Ct. 06340

Collected by: Brian Woodard Signature: Brian Woodard Mystic Air Client: Town of Lechard

Turn around time: Standard One day (will call ahead)

No.	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	1-3	1/9/14	X		Sheetrock wall system	See Roster	Bulks
2	4-10				" " - Ceiling system		
3	11-13				Linoleum-glue		
4	14-16				Floer tile matrix		
5	17-19				" "		
6	20-22				" "		
7	23-25				Sealer		
8	26-28				Concrete glue		
9	29-31				Glue		
10	32-34				Ceiling tiles		
11	35-37				Textured paint		
12	38-40				" "		
13	41-43				Popcorn spray paint		
14	44-46				Caulking		
15	47-		X		Sink coating	X	X

Released by: Brian Woodard Signature: Brian Woodard date: 1/9/14
 Received by: PLM Signature: [Signature] date: 1-13-14



Environmental Hazards Services, LLC
 www.ehs-lab.com 7469 Whitepine Rd
 (800)347-4010 Richmond, VA
 (804)275-4907 (fax) 23237

Asbestos Chain-of-Custody

- For Lab Use Only -

0861

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340 City/State/zip: Groton, Ct. 06340
 Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maq2@aol.com Acct. Number: 07-2564
 Project Name and Address: 737 Cabot Ledgard Highway City/State (required): Lebanon, CT
 Collected by: Brian Woodard Signature: Brian Woodard Mystic Air Client: Town of Lebanon

No	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	48	1/9/14	X		Glazing Compound	See Roster	Bulks
2	49-57				Caulking		
3	52-54				" "		
4	55-57				Expansion Joint Caulking		
5	58-60				Glazing Compound		
6	61-63				" "		
7	64-66				Expansion Joint Caulking		
8	67-69				Caulking		
9	70				" "		
10	71-73				" "		
11	74				Flue Cement		
12	75-77				Textured Ceiling		
13	78-				Caulking		
14	79-81				Flexible-Mastic		
15	82-84				Covebase-Give		

Released by: Brian Woodard Signature: Brian Woodard date: 1/9/14
 Received by: MARIE BRUNSON Signature: [Signature] date: 1/13/14



Asbestos Chain-of-Custody

Environmental Hazards Services, LLC
 www.ehsllab.com 7469 Whitepine Rd
 (800)347-4010 Richmond, VA
 (804)275-4907 (fax) 23237

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT. 06340
 Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maq2@aol.com
 Project Name and Address: 737 Cabanel Leeward Highway

Collected by: Brian Woodard Signature: Brian Woodard

Mystic Air Client: Town of Leeward

City/state/zip: Groton, Ct. 06340

Acct. Number: 07-2564

City/State (required): Leeward, CT

- For Lab Use Only -
 8761

ENCLOSURE 2 PAGE 3 OF 3

Turn around time: Standard One day (will call ahead)

No	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	85-87	1/9/14	X		Shingles	See Roster	Bulk
2	88-90				" "		
3	91-93				Roof felt		
4	94-96				" "		
5	97-98				Flashing material		
6	99-101				Caulking		
7	102-104		X		Vapor barrier		
8							
9							
10							
11							
12							
13							
14							
15							

Released by: Brian Woodard Signature: Brian Woodard date: 1/9/14
 Received by: Mark J. Coenraad Signature: Mark J. Coenraad date: 1/13/14



SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 737 Colonel Ledyard Highway
Ledyard, CT

DATE: 1/9/14

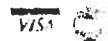
Demo Pre-Reno Limited & Directed

Sample Numbers	Type of Material	Quantity	Condition	Location of Materials
1-3	SHEETROCK-WALL SYSTEM	< 2000 FT ²	DAMAGED	Throughout
4-10	" " CEILING SYSTEM	4,088 FT ²		" "
11-13	LINDEUM-GLUE	144 FT ²		Kitchen
14-16	FLOORTILE-MASTIC	160 FT ²		OFFICE
17-19	" "	90 FT ²	Green	WORKSHOP - (main tile)
20-22	" "	18 FT ²	Tan	" " - (design pattern)
23-25	SEALER	924 FT ²		BAY #1 - on Floor
26-28	COVEBASE-GLUE	97 LFT		" " - bottom of WALLS
29-31	GLUE	388 FT ²		" " - on WALLS behind WAYNE SCOTTING
32-34	CEILING TILES (2x4)	144 FT ²		Kitchen - Drop ceiling
35-37	TEXTURED PAINT	160 FT ²		OFFICE - on Ceiling
38-40	" "	924 FT ²		BAY #1 - on Ceiling
41-43	POPCORN SPRAY PAINT	1,443 FT ²		BAY #2 - on Ceiling
44-46	CAULKING	20 LFT	Red	BAYS #2 & #3 - ON SEAMS OF DIVIDER WALLS <small>BACK OF ROOM</small>
47	SINK COATING	2 SINK BOTTOMS		Kitchen - on Bottom of SINKS
48	GLAZING Compound	1 Window		Around Window on Front Entrance door
49-51	CAULKING	8 Windows	X	Exterior - Around older Window Casings

COMMENTS:

Inspector: Brian R. Woodward

Page 1 of 3





Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

Page 2 of 3

800 477 7746

SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 737 Colonel Ledyard Highway
LEDYARD, CT

DATE: 1/9/14

Demo Pre-Reno Limited & Directed

Sample Numbers	Type of Material	Quantity	Condition	Location of Materials
52-54	CAULKING	5 Windows	Damaged	Exterior - Around newer window casings
55-57	EXPANSION JOINT CAULKING	10 LFT		" " - Front left corner of Bldg where back meets c. block
58-60	GLAZING COMPOUND	8 Windows		" " - older windows
61-63	" "	3 Windows	black rubber	" " - Under black plastic casings " " - Around windows on Garage door to BAY #1
64-66	EXPANSION JOINT CAULKING	45 LFT		" " - Expansion joints on back & right side of Bldg
67-69	CAULKING	30 LFT		" " - Around BACK ENTRANCE door & on siding where door was
70	" "	6 LFT	white	FURNACE ROOM - Corner of room on wall seam
71-73	" "	1 window & 2 door		" " - Interior of window & door casing
74	Flue Cement	1 FT ²		" " - Around Flue pipe & debris on floor under flue
75-77	textured ceiling	108 FT ²		" " - Ceiling
78	CAULKING	1 Window		Exterior - LADIES BATHROOM window
79-81	FLOOR TILE - MASTIC	110 FT ²		men & LADIES Bathrooms
82-84	Covebase - glue	28 LFT		Mens Bathroom - bottom of walls
85-87	SHINGLES	2000 FT ²		Exterior - LEFT side of Bldg on Roof
88-90	" "	2000 FT ²		" " - Right side of Bldg on Roof
91-93	ROOF FELT	2000 FT ²		" " - on Roof under shingles on left side of Roof
94-96	" "	2000 FT ²	X	" " - on Roof under shingles on Right side of Roof

COMMENTS:

Inspector: Brian R. Woodward

Page 2 of 3





Mysite Air Quality Consultants, Inc.

1200 North Road, Groton, Connecticut 06340

TEL: 860-339-4400 FAX: 860-339-4401

Page 3 of 4

SPR 01 17 46

SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 77 Colonel Ledyard Highway
LEDYARD, CT

DATE: 1/9/14

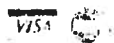
Demo Pre-Reno Limited & Directed

Sample Numbers	Type of Material	Quantity	Condition	Location of Materials
97-98	FLASHING MASTIC	12 FT ²	DAMAGED	Exterior - Around Chimneys & Penetrations on Roof
99-101	CAULKING	48 LFT	↓	" - Around Garage Door Casings to Bay #3
102-104	VAPOR BARRIER	111	X Block	" - Behind Vinyl Siding

COMMENTS: _____

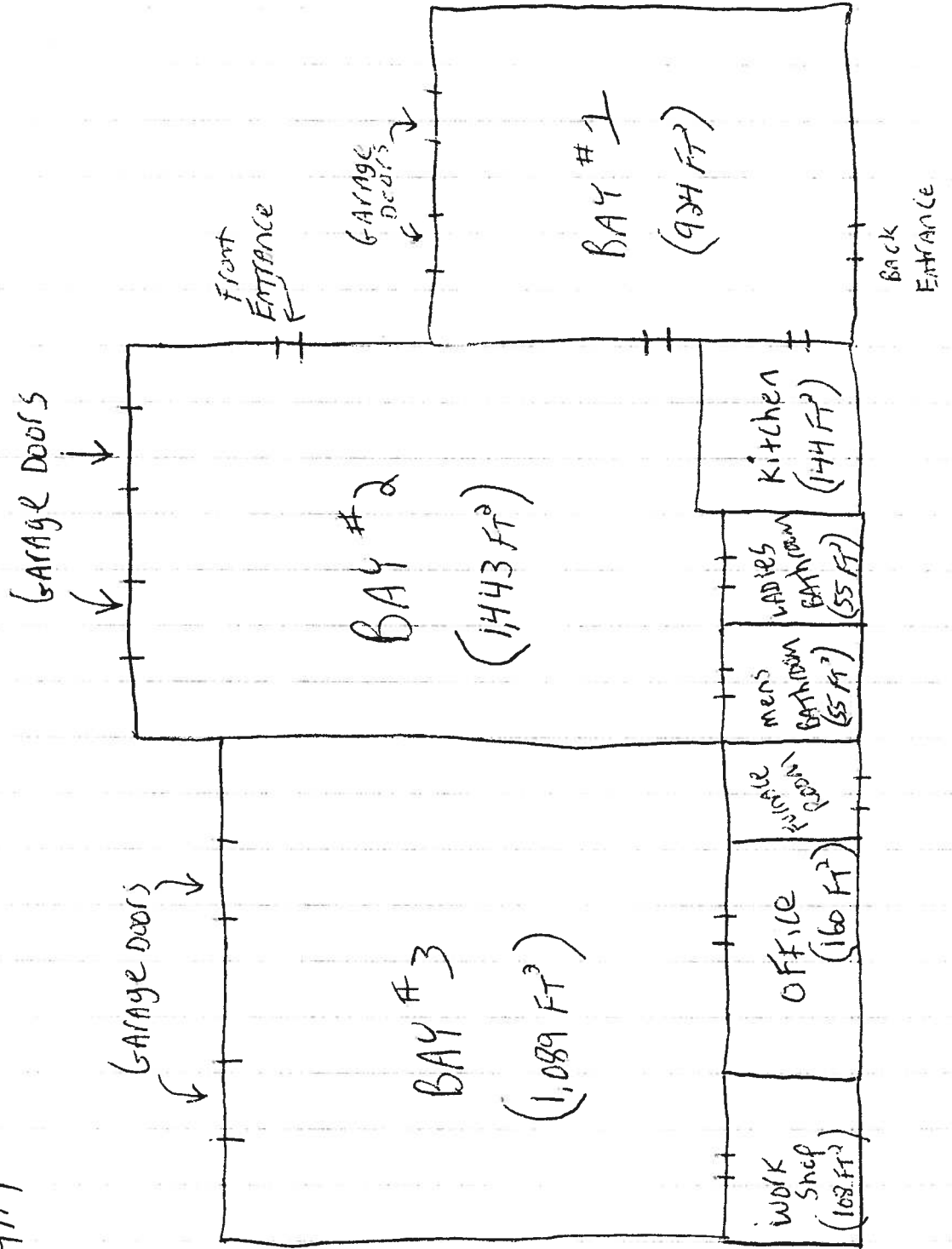
Inspector: Brian R. Woodward

Page 3 of 3



737 Colonel Ledyard Highway
Ledyard, CT

1/9/14





Lead TCLP Analysis Report

Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Report Number: 14-01-00872

Client: Mystic Air Quality Consultants
1204 North Road Rt. 117
Groton, CT 06340

Received Date: 01/13/2014
Analyzed Date: 01/14/2014
Reported Date: 01/15/2014

Project/Test Address: 737 Colonel Ledyard Highway; Ledyard, CT

Client Number:
07-2564

Fax Number:
860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Sample Description	Sample Weight (g)	Concentration ppm (mg/L)	Narrative ID
14-01-00872-001	TCLP	Bldg. Debris	100	<0.50	

Regulatory Limit: 5.0 mg/L

Reporting Limit: 0.50 mg/L

Method: EPA SW846 1311/3010A/7000B

Analyst: Elaine King

Reviewed By Authorized Signatory: _____

Tasha Eaddy
QA/QC Clerk

Method EPA SW846 1311 recommends 100g for analysis.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714.

Legend g = gram ppm = parts per million mg/L = milligrams per liter



Laboratories

Environmental Hazards Services, LLC
www.leadfab.com 7469 Whitepine Rd
(800) 347-4010 Richmond, VA
(804) 275-4907 (fax) 23237

Metals Chain-of-Custody

14-01-00872



Due Date:
01/16/2014
(Thursday)
AE

Company Name: Mystic Air Quality Consultants

Address: 1204 North Rd., Rt. 117

City/State/Zip: Groton, Ct. 06340

Phone: 860-449-8903

Fax: 860-449-8860

E-mail:

Acct. Number: 07-2564

Project Name/Testing Address: 737 Colonel Ledgard Highway

City/State(required) LEDGARD, CT

Collected by: Brian Woodward Certification Number: _____

Purchase Order Number: _____

Turn Around Times: _____

If no TAT is specified, sample(s) will be processed and charged as 3 - day TAT.

1 - Day _____ 2 - Day _____ 3 - Day _____ Same Day (Must Call Ahead) _____ Weekend (Must Call Ahead) _____

No.	Client Sample ID	Date Collected	METALS					OTHER METALS	PARTICULATES					AIR			Comments	
			Pb TCLP	TCLP RCRA 8	TCRA 8	Total Metals	Toxic Metal Profile		Welding Fume Profile	Total Nuisance Dust	Respirable Dust	TSP Gravimetric	TSP Pb	Pb-10	Flow Rate (l./min)	Total Time (minutes)		Volume (Total Liters)
1	TCLP	1/9/14	X															Composite Miscellaneous
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		

Released by: Brian Woodward

Signature: Brian R. Woodward

Date/Time: 1/9/14

Received by: Pat Sorrows

Signature: Pat Sorrows

Date/Time: 1/13/14



Mystic Air Quality Consultants

1204 North Road (Rt. 117)
Groton, CT 06340

Date 1/9/14

DAILY JOB LOG

Page 1 of 1

Client Town of Ledyard Site Supervisor _____

Site Location 737 Colonel Ledyard Highway - Ledyard, CT

GENERAL OBSERVATIONS Containment Location _____

- Collected bulk samples for a pre demo survey
- Collected a TChP for lead paint analyses
- mercury thermostat count - no mercury thermostats found
- Counted RBS light ballasts - 25 light fixtures total

ENCLOSURE 6 PAGE 1 OF 1

HYGIENIST'S NAME

Brian Woodard

HYGIENIST'S SIGNATURE

Brian Woodard

TIME ON SITE: _____

TIME OFF SITE: _____

Telecommunications
 Office: 860 449 8903
 Nights & Weekends: 860 464 2050
 FAX: 860 449 8860



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

January 23, 2014

Mr. Brian W. Humes
Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

Re: **Pre- Demolition Asbestos, PCBs, Mercury Survey and TCLP Analysis (1/9/14)**
737 R Colonel Ledyard Highway –Former Smokehouse
Ledyard, CT

Dear Mr. Humes:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition survey of accessible materials at the location noted above on January 9, 2014. This survey was conducted by our State of Connecticut licensed asbestos inspector, Brian Woodard (inspector's license # 000741) to determine the presence of asbestos-containing materials. The samples were analyzed at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

In addition to the asbestos survey, a composite or TCLP sample was collected and analyzed for lead to determine if the demolition materials would have to be considered lead waste. The sample analysis was also performed by Environmental Hazards Services.

Summary of the findings

Upon testing by polarized light microscopy, the following materials were found to be asbestos containing:

Sample #s	Material/Location	Estimated Affected Area
4-6	Transite Panels/Interior –on ceiling	405 sq. ft.
7-9	Glazing Compound/Exterior –around windows	2 windows

Mercury and PCB inspection

The inspector noted 0 mercury thermostats and 0 light fixtures with PCB ballasts.

Non-asbestos containing materials

The roster of suspect materials (Enclosure 3), lists the materials tested. Those that are not already referred to as asbestos containing or assumed asbestos, can be categorized as non-asbestos containing materials.



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

Implications of the findings

As required by state and federal regulations prior to demolition, all the asbestos-containing materials will need to be removed by a licensed asbestos abatement contractor employing trained and certified personnel who follow all pertinent asbestos abatement regulations.

Limitations of the survey

The survey included destructive testing of floors, wall cavities, and exterior brick and foundation mastics, above ceilings, and roofing core samples. There may be other materials that become evident during your demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

TCLP Analysis results

The results of the TCLP analysis indicate that the building materials do not need to be disposed of as lead waste subsequent to demolition. The results of the sample were below the EPA's TCLP standard of 5 mg/l for lead.

Please do not hesitate to contact us with questions relating to the sample results and any subsequent work that may be performed for your company. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, RS
CEO

Enclosure 1: Asbestos Lab Results

Enclosure 2: Chain of Custody

Enclosure 3: Roster of Suspect Materials

Enclosure 4: Inspector's Diagram of Property

Enclosure 5: TCLP Analysis and Chain of Custody

Enclosure 6: Daily Job Log



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 14-01-00866

Client: Mystic Air Quality Consultants
 1204 North Road Rt. 117
 Groton, CT 06340

Received Date: 01/13/2014
Analyzed Date: 01/14/2014
Reported Date: 01/15/2014

Project/Test Address: 737R Colonel Ledyard Highway; Ledyard, CT

Client Number:
 07-2564

Laboratory Results

Fax Number:
 860-449-8860

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00866-001	1		Light Gray Chalky; Homogeneous	NAD	100% Non-Fibrous
14-01-00866-002	2		Light Gray Chalky; Homogeneous	NAD	100% Non-Fibrous
14-01-00866-003	3		Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	2% Cellulose 98% Non-Fibrous
14-01-00866-004	4		Gray Cementitious; Homogeneous	15% Chrysotile	85% Non-Fibrous
				Total Asbestos: 15%	
14-01-00866-005	5			Did Not Analyze (Positive Stop)	
14-01-00866-006	6			Did Not Analyze (Positive Stop)	

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737R Colonel Ledyard Highway; Ledyard,
 CT

Report Number: 14-01-00866

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00866-007	7		White Chalky; Homogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
14-01-00866-008	8			Did Not Analyze (Positive Stop)	
14-01-00866-009	9			Did Not Analyze (Positive Stop)	
14-01-00866-010	10		Gray Granular; Black Tar-Like; Fibrous; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
14-01-00866-011	11		Gray Granular; Black Tar-Like; Fibrous; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
14-01-00866-012	12		Gray Granular; Black Tar-Like; Fibrous; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
14-01-00866-013	13		Black Tar-Like; Fibrous; Granular; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous
14-01-00866-014	14		Black Tar-Like; Fibrous; Granular; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 737R Colonel Ledyard Highway; Ledyard,
CT

Report Number: 14-01-00866

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00866-015	15		Black Tar-Like; Fibrous; Granular; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous

QC Sample: 27-NIST REF

QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Laura Holder

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



Asbestos Chain-of-Custody

Environmental Hazards Services, LLC
 7469 Whitepine Rd
 Richmond, VA
 (800)347-4010
 (804)275-4907 (fax)

14-01-00866



Due Date:
 01/16/2014
 (Thursday)
 AE

AE

City/State/Zip: Groton, Ct. 06340

Acct. Number: 07-2564

City/State(required) Lebanon, CT

Mystic Air Client: Town of Lebanon

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maq2@aol.com

Project Name and Address: 7378 Colonel Ledyard Highway

Collected by: Brian Woodard Signature: Brian Woodard

Turn around time: Standard One day (will call ahead)

No.	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	1-3	1/9/14	X		Sheetrock	See Roster	Bulks
2	4-6				TRANSITE panels		
3	7-9				GLAZING Compound		
4	10-12				SHINGLES		
5	13-15		X		" "		
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

POSITIVE STOP

date: 1/9/14

date: 1-13-14

Signature: Brian Woodard

Signature: [Signature]

Released by: Brian Woodard

Received by: MAT [Signature]



SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 737 R Colonel Ledyard Highway
Ledyard, CT

DATE: 1/9/14

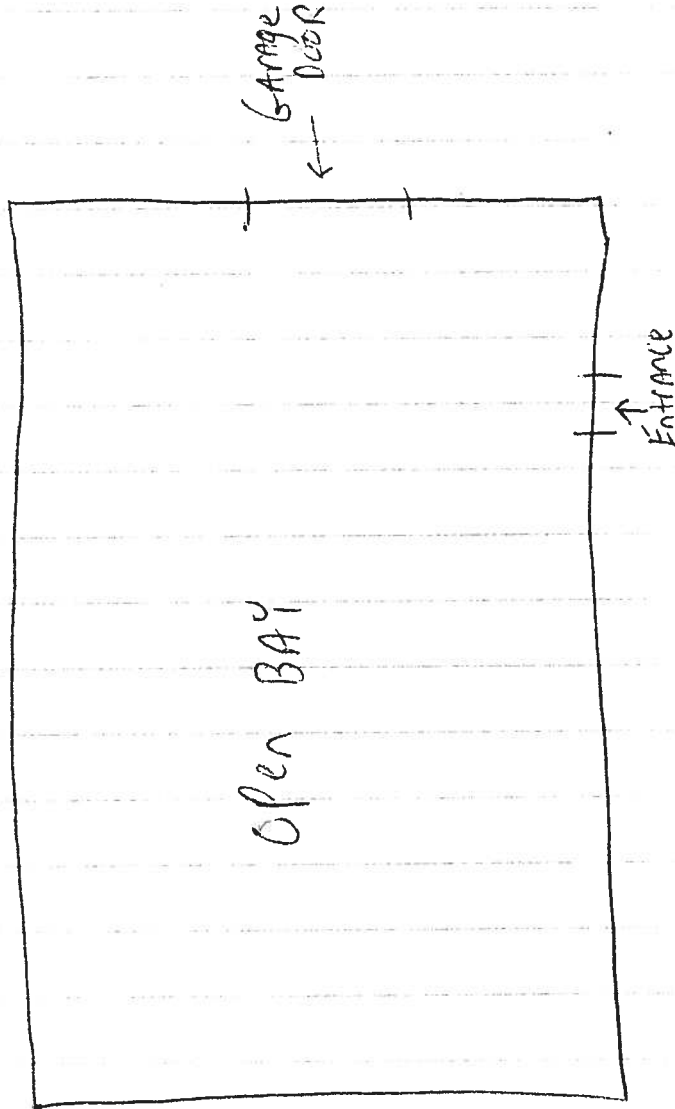
Demo Pre-Reno Limited&Directed

Sample Numbers	Type of Material	Quantity	Condition	Location of Materials
1-3	Sheetrock	30 Ft ²	Damaged	Interior - on ground
4-6	TRANSITE panels	405 Ft ²	}	" " - on ceiling
7-9	GLAZING compound	2 windows		Exterior - Around windows
10-12	SHingles	500 Ft ²		" " - Top Layer on roof
13-15	" "	500 Ft ²		" " - Bottom Layer on roof

COMMENTS: _____

Inspector: Brian R. Woodard Page 1 of 1

737 R Colonel Leonard Highway
LEONARD, CT
1/9/14





Lead TCLP Analysis Report

Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Report Number: 14-01-00870

Client: Mystic Air Quality Consultants
1204 North Road Rt. 117
Groton, CT 06340

Received Date: 01/13/2014
Analyzed Date: 01/14/2014
Reported Date: 01/15/2014

Project/Test Address: 737 R Colonel Ledyard Highway; Ledyard, CT

Client Number:
07-2564

Fax Number:
860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Sample Description	Sample Weight (g)	Concentration ppm (mg/L)	Narrative ID
14-01-00870-001	TCLP	Bldg. Debris	100	1.2	

Regulatory Limit: 5.0 mg/L

Reporting Limit: 0.50 mg/L

Method: EPA SW846 1311/3010A/7000B

Analyst: Elaine King

Reviewed By Authorized Signatory: _____

Tasha Eaddy
QA/QC Clerk

Method EPA SW846 1311 recommends 100g for analysis.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714.

Legend g = gram ppm = parts per million mg/L = milligrams per liter

14-01-00870



Due Date:
01/16/2014
(Thursday)
AE

Metals Chain-of-Custody



Environmental Hazards Services, LLC

www.leadlab.com 7469 Whitepine Rd
(800) 347-4010 Richmond, VA
(804) 275-4907 (fax) 23237

City/State/Zip: Groton, Ct. 06340

Address: 1204 North Rd., Rt. 117

Company Name: Mystic Air Quality Consultants

Acct. Number: 07-2564

Fax: 860-449-8860

Phone: 860-449-8903

City/State(required) Leicester, CT

E-mail:

Project Name/Testing Address: 737 R Colonel LEVARD Highway

Purchase Order Number:

Certification Number:

Collected by: Brian Woodward

Turn Around Times: 1 - Day 2 - Day 3 - Day 3 - Day Weekend (Must Call Ahead)
If no TAT is specified, sample(s) will be processed and charged as 3 - day TAT.

No.	Client Sample ID	Date Collected	METALS				OTHER METALS	PARTICULATES					AIR		Comments		
			Pb TCLP	TCLP	RCA 8	RCA 8		Total Metals	Toxic Metal Profile	Welding Fume Profile	Total Nuisance Dust	Respirable Dust	TSP Gravimetric	PM-10		Flow Rate (L./min)	Total Time (minutes)
1	TCLP	1/9/14	X														Composite miscellaneous
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

Released by: Brian Woodward
 Received by: Mae-Norwood

Signature: Brian R. Woodward
 Signature: Mae-Norwood

Date/Time: 1/9/14
 Date/Time: 1/16/14



Mystic Air Quality Consultants

1204 North Road (Rt. 117)
Groton, CT 06340

Date 1/9/14

DAILY JOB LOG

Page 1 of 1

Client TOWN OF LEDYARD Site Supervisor _____

Site Location 737 R Colonel LEDYARD Highway - LEDYARD, CT

GENERAL OBSERVATIONS Containment Location Former Smoke house

- Collected bulk samples for a pre demo survey
- Collected a tickle for lead paint analyses
- Measured thermostat control - 0 thermostats found
- Counted PCB light ballasts - 0 light fixtures found

Telecommunications
 Office: 860 449 8903
 Nights & Weekends: 860 464 2050
 FAX: 860 449 8860

HYGIENIST'S NAME Shawn Ward HYGIENIST'S SIGNATURE Shawn Ward

TIME ON SITE: _____ TIME OFF SITE: _____



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

January 23, 2014

Mr. Brian W. Humes
Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

Re: **Pre- Demolition Asbestos, PCBs, Mercury Survey and TCLP Analysis (1/10/14)**
741 R Colonel Ledyard Highway
Ledyard, CT

Dear Mr. Humes:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition survey of accessible materials at the location noted above on January 10, 2014. This survey was conducted by our State of Connecticut licensed asbestos inspector, Brian Woodard (inspector's license # 000741) to determine the presence of asbestos-containing materials. The samples were analyzed at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

In addition to the asbestos survey, a composite or TCLP sample was collected and analyzed for lead to determine if the demolition materials would have to be considered lead waste. The sample analysis was also performed by Environmental Hazards Services.

Summary of the findings

Upon testing by polarized light microscopy, the following materials were found to be asbestos containing:

Sample #s	Material/Location	Estimated Affected Area
12-14	Flooring/Bathroom #2	50 sq. ft.
21-23	Glazing Compound/Exterior Windows –behind wood sashes	8 windows
24-26	Caulking/Exterior Windows –behind metal tracks	8 windows

Mercury and PCB inspection

The inspector noted 1 mercury thermostat found on wall in ambulance bay and 9 light fixtures with PCB ballasts in the building.



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

Non-asbestos containing materials

The roster of suspect materials (Enclosure 3), lists the materials tested. Those that are not already referred to as asbestos containing or assumed asbestos, can be categorized as non-asbestos containing materials.

Implications of the findings

As required by state and federal regulations prior to demolition, all the asbestos-containing materials will need to be removed by a licensed asbestos abatement contractor employing trained and certified personnel who follow all pertinent asbestos abatement regulations.

Limitations of the survey

The survey included destructive testing of floors, wall cavities, and exterior brick and foundation mastics, above ceilings, and roofing core samples. There may be other materials that become evident during your demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

TCLP Analysis results

The results of the TCLP analysis indicate that the building materials do not need to be disposed of as lead waste subsequent to demolition. The results of the sample were below the EPA's TCLP standard of 5 mg/l for lead.

Please do not hesitate to contact us with questions relating to the sample results and any subsequent work that may be performed for your company. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, RS
CEO

- Enclosure 1: Asbestos Lab Results
- Enclosure 2: Chain of Custody
- Enclosure 3: Roster of Suspect Materials
- Enclosure 4: Inspector's Diagram of Property
- Enclosure 5: TCLP Analysis and Chain of Custody
- Enclosure 6: Daily Job Log



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 14-01-00859

Client: Mystic Air Quality Consultants
 1204 North Road Rt. 117
 Groton, CT 06340

Received Date: 01/13/2014
Analyzed Date: 01/14/2014
Reported Date: 01/16/2014

Project/Test Address: 741 R Colonel Ledyard Highway; Ledyard, CT

Client Number:
 07-2564

Laboratory Results

Fax Number:
 860-449-8860

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-001	1		Off-White Brittle; Tan Fibrous; Green Vinyl-Like; Translucent Adhesive; Inhomogeneous	NAD	18% Cellulose 82% Non-Fibrous
14-01-00859-002	2		Off-White Brittle; Tan Fibrous; Off-White Pliable; Inhomogeneous	NAD	12% Cellulose 5% Fibrous Glass 83% Non-Fibrous
14-01-00859-003	3		Off-White Brittle; Tan Fibrous; Off-White Pliable; Inhomogeneous	NAD	12% Cellulose 5% Fibrous Glass 83% Non-Fibrous
14-01-00859-004	4		Off-White Brittle; Tan Fibrous; Multi-Colored Pliable; Inhomogeneous	NAD	18% Cellulose 82% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-005	5		Off-White Brittle; Tan Fibrous; Off-White Pliable; Inhomogeneous	NAD	20% Cellulose 80% Non-Fibrous
14-01-00859-006	6		Off-White Brittle; Tan Fibrous; Inhomogeneous	NAD	20% Cellulose 80% Non-Fibrous
14-01-00859-007	7		Off-White Brittle; Tan Fibrous; Inhomogeneous	NAD	18% Cellulose 82% Non-Fibrous
14-01-00859-008	8		Off-White Brittle; Tan Fibrous; Inhomogeneous	NAD	18% Cellulose 82% Non-Fibrous
14-01-00859-009	9		Beige/Off-White Brittle; Tan Fibrous; Inhomogeneous	NAD	45% Cellulose 55% Non-Fibrous
14-01-00859-010	10		Gray/Off-White Brittle; Tan Fibrous; Inhomogeneous	NAD	55% Cellulose 45% Non-Fibrous
14-01-00859-011	11		Gray/Off-White Brittle; Tan Fibrous; Inhomogeneous	NAD	55% Cellulose 45% Non-Fibrous
14-01-00859-012A	12	Flooring	Pale Gray/Pale Olive Green/Pale Orange Granular; Homogeneous	4% Chrysotile	96% Non-Fibrous
Total Asbestos:				4%	

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-012B	12	Mastic	Yellow/Translucent to Pale Yellow Adhesive; Inhomogeneous	NAD	3% Cellulose 2% Synthetic 95% Non-Fibrous
14-01-00859-012C	12	Leveling Comp.	White Brittle; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
14-01-00859-013A	13	Flooring		Did Not Analyze (Positive Stop)	
14-01-00859-013B	13	Mastic	Translucent to Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 1% Fibrous Glass 2% Synthetic 95% Non-Fibrous
14-01-00859-013C	13	Leveling Comp.	White Brittle; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
14-01-00859-014A	14	Flooring		Did Not Analyze (Positive Stop)	
14-01-00859-014B	14	Mastic	Translucent to Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 2% Synthetic 96% Non-Fibrous
14-01-00859-014C	14	Leveling Comp.	White Brittle; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-015A	15	Flooring	Tan Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-015B	15	Mastic	Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
14-01-00859-016A	16	Flooring	Tan Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-016B	16	Mastic	Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
14-01-00859-017A	17	Flooring	Tan Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-017B	17	Mastic	Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
14-01-00859-018A	18	Cove Base	Black Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-018B	18	Mastic	Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-018C	18	Other *	White Brittle; Homogeneous	NAD	1% Cellulose 1% Fibrous Glass 98% Non-Fibrous
* Wall System Joint Compound-Type Substrate					
14-01-00859-019A	19	Cove Base	Black Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-019B	19	Mastic	Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
14-01-00859-019C	19	Other *	White Brittle; Homogeneous	NAD	1% Fibrous Glass 99% Non-Fibrous
* Wall System Joint Compound-Type Substrate					
14-01-00859-020A	20	Cove Base	Black Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-020B	20	Mastic	Pale Yellow Adhesive; Homogeneous	NAD	2% Cellulose 1% Synthetic 97% Non-Fibrous
14-01-00859-020C	20	Other *	White Brittle; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
* Wall System Joint Compound-Type Substrate					
14-01-00859-021	21		Gray Brittle; Homogeneous	3% Chrysotile	97% Non-Fibrous
				Total Asbestos: 3%	

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-022	22			Did Not Analyze (Positive Stop)	
14-01-00859-023	23			Did Not Analyze (Positive Stop)	
14-01-00859-024	24		Beige Brittle; White Paint-Like; Inhomogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
Chrysotile present in beige brittle material					
14-01-00859-025	25			Did Not Analyze (Positive Stop)	
14-01-00859-026	26			Did Not Analyze (Positive Stop)	
14-01-00859-027	27		White Putty; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-028	28		White Putty; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-029	29		White Brittle; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-030	30		Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-031	31		Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-032	32		Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-033	33		Black Tar-Like; Fibrous; White Aggregate; Inhomogeneous	NAD	25% Fibrous Glass 75% Non-Fibrous
14-01-00859-034	34		Black Tar-Like; Fibrous; White Aggregate; Inhomogeneous	NAD	25% Fibrous Glass 75% Non-Fibrous
14-01-00859-035	35		Black Tar-Like; Fibrous; White Aggregate; Inhomogeneous	NAD	25% Fibrous Glass 75% Non-Fibrous
14-01-00859-036	36		Black Tar-Like; Fibrous; Inhomogeneous	NAD	62% Cellulose 3% Fibrous Glass 35% Non-Fibrous
14-01-00859-037	37		Black Tar-Like; Fibrous; Inhomogeneous	NAD	62% Cellulose 3% Fibrous Glass 35% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-038	38		Black Tar-Like; Fibrous; Inhomogeneous	NAD	62% Cellulose 3% Fibrous Glass 35% Non-Fibrous
14-01-00859-039	39		Brown Fibrous; Homogeneous	NAD	98% Cellulose 2% Non-Fibrous
14-01-00859-040	40		Brown Fibrous; Homogeneous	NAD	98% Cellulose 2% Non-Fibrous
14-01-00859-041	41		Brown Fibrous; Homogeneous	NAD	98% Cellulose 2% Non-Fibrous
14-01-00859-042A	42	Other *	Brown Fibrous; Black Tar-Like; Inhomogeneous	NAD	55% Cellulose 45% Non-Fibrous
Vapor Barrier					
14-01-00859-042B	42	Mastic	Black Tar-Like; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-043	43		Black Tar-Like; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-044	44		Black Tar-Like; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
 Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
14-01-00859-045A	45	Flooring	Blue Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-045B	45	Mortar	Green Cementitious; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-046A	46	Flooring	Blue Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-046B	46	Mortar	Green Cementitious; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-047A	47	Flooring	Blue Granular; Homogeneous	NAD	100% Non-Fibrous
14-01-00859-047B	47	Mortar	Green Cementitious; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 741 R Colonel Ledyard Highway;
Ledyard, CT

Report Number: 14-01-00859

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 14-M11996-2
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Mark Case, Araceli Enzler

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected

W-7 RUM



Asbestos Chain-of-Custody

Environmental Hazards Services, LLC
 www.ehs-lab.com
 7469 Whitepine Rd
 Richmond, VA 23237
 (800)347-4010
 (804)275-4907 (fax)

14-01-00859



Due Date:
 01/16/2014
 (Thursday)
 AE

City/state/zip: Groton, Ct. 06340

Acct. Number: 07-2564

City/State(required) Lebanon, CT
 Mystic Air Client: Town of Lebanon

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maq2@aol.com

Project Name and Address: 741 R Colonel Ledford Highway

Collected by: Brian Woodard Signature: Brian Woodard

Turn around time: Standard One day (will call ahead)

No.	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	1-5	1/16/14	X		SHEETROCK-WALL SYSTEM	SEE ROSTER	BULK
2	6-8				" " -CEILING SYSTEM		
3	9-11				TEXTURED PAINT		
4	12-14				FLOORFIRE-MASTIC		
5	15-17				" "		
6	18-20				COXBASE-GLUE		
7	21-23				GLAZING COMPOUND		
8	24-26				CAULKING		
9	27-				GLAZING COMPOUND		
10	28-				" "		
11	29-				" "		
12	30-32				CARPET GLUE		
13	33-35				SHINGLES		
14	36-38				ROOF FELT		
15	39-41	X	X		Blow in Insulation		

Released by: Brian Woodard Signature: Brian Woodard date: 1/16/14
 Received by: MATT JARWOOD Signature: Matt Jarwood date: 1-13-14



Environmental Hazards Services, LLC
 www.ehs-lab.com 7469 Whitepine Rd
 (800)347-4010 Richmond, VA
 (804)275-4907 (fax) 23237

Asbestos Chain-of-Custody

For Lab Use Only -

0259

City state: zip: Groton, Ct. 06340

Acct. Number: 07-2564

City/State(required) Lebanon, CT

Mystic Air Client: TDW of Lebanon

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maqc2@aol.com

Project Name and Address: 741 R Colonel Ledyard Highway

Collected by: Brian Woodard Signature: Brian Woodard

Turn around time: Standard One day (will call ahead)

No.	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	42-44	1/16/14	X		Black Sealers/Adhesive	SEE ROSTER	RULES
2	45-47	X	X		SEALER/Flashing	X	X POSITIVE STOP X
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Released by: Brian Woodard

Signature: Brian Woodard

date: 1/16/14

Signature: Ma...

date: 1-13-14



SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 741 R. Colonel Leonard Highway
LEONARD, CT

DATE: 11/10/14
 Demo Pre-Reno Limited & Directed

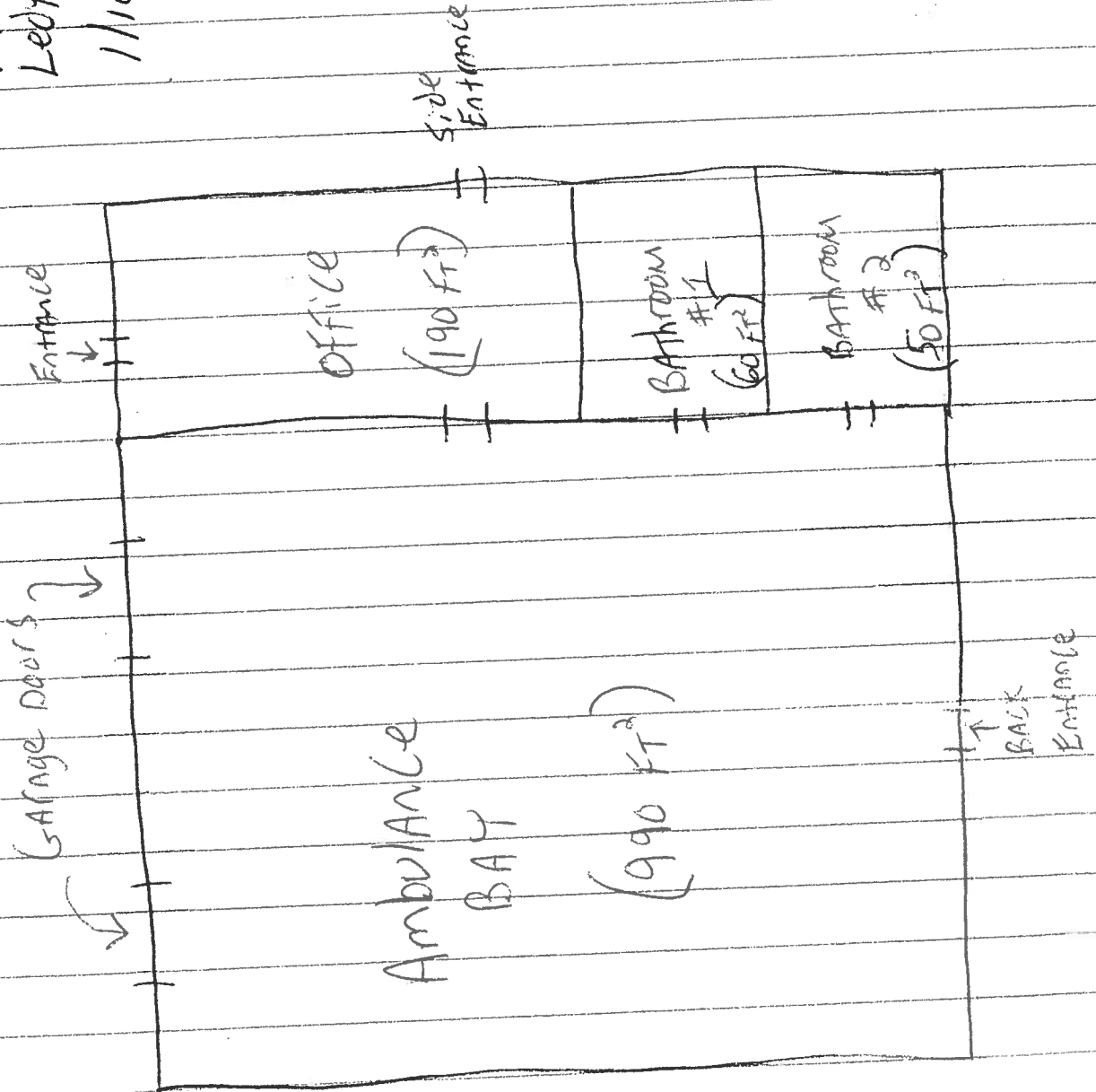
Sample Numbers	Type of Material	Quantity	Condition	Location of Materials
1-5	Sheetrock-Wall System	>2300 FT ²	DAMAGED	Throughout
6-8	" " - Ceiling system	1290 FT ²		" "
9-11	Textured paint	1290 FT ²		on Ceilings throughout
12-14	Floor tile-mastic	50 FT ²		Bathroom #2
15-17	" "	60 FT ²		Bathroom #1
18-20	Carbbase-glue	90 Lbft		Throughout Bldg - bottom of walls
21-23	Glazing Compound	8 Windows		Exterior - windows behind wood sashes
24-26	Caulking	8 Windows		" " - windows behind metal tracks
27-	Glazing Compound	1 Window		" " - window on back entrance door to Ambulance Bay
28-	" "	1 Window		" " - window on side entrance door to office
29-	" "	1 Window		" " - window in back of Bldg next to back entrance door
30-32	Carpet glue	190 FT ²		Office - under Carpet
33-35	SHingles	1400 FT ²		Exterior - on Roof
36-38	Roof Felt	1400 FT ²		" " - under SHingles on Roof
39-41	Blown In Insulation	1290 FT ²		Attic - Throughout
41-44	Black Sealer/Adhesive	200 FT ²	X	Attic - under Floorboards in section over office
45-47	Sealer/Flooring	990 FT ²	X	Ambulance Bay - on Concrete Floor

COMMENTS: _____

Inspector: Brian R. Woodward Page _____ of _____



741 R Colonel Ledford Highway
Ledford, CT
1/10/14





Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

Lead TCLP Analysis Report

Report Number: 14-01-00871

Client: Mystic Air Quality Consultants
 1204 North Road Rt. 117
 Groton, CT 06340

Received Date: 01/13/2014
Analyzed Date: 01/14/2014
Reported Date: 01/15/2014

Project/Test Address: 741 R Colonel Ledyard Highway; Ledyard, CT

Client Number:
 07-2564

Fax Number:
 860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Sample Description	Sample Weight (g)	Concentration ppm (mg/L)	Narrative ID
14-01-00871-001	TCLP	Bldg. Debris	100	<0.50	

Regulatory Limit: 5.0 mg/L

Reporting Limit: 0.50 mg/L

Method: EPA SW846 1311/3010A/7000B

Analyst: Elaine King

Reviewed By Authorized Signatory: _____

Tasha Eaddy
 QA/QC Clerk

Method EPA SW846 1311 recommends 100g for analysis.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714.

Legend g = gram ppm = parts per million mg/L = milligrams per liter

14-01-00871



Due Date:
01/16/2014
(Thursday)
AE



Laboratories

**Metals
Chain-of-Custody**

Environmental Hazards Services, LLC

www.leadlab.com 7469 Whitepine Rd
(800) 347-4070 Richmond, VA
(804) 275-4907 (fax) 23237

Company Name: Mystic Air Quality Consultants

Address: 1204 North Rd., Rt. 117

City/State/Zip: Groton, Ct. 06340

Phone: 860-449-8903

Fax: 860-449-8860

E-mail:

Acct. Number: 07-2564

Project Name/Testing Address: 741 R Colobel LEYARD Highway

City/State(required) Leitch, CT

Collected by: Brian Woodard Certification Number:

Purchase Order Number:

Turn Around Times: 1 - Day 2 - Day 3 - Day Weekend (Must Call Ahead)
If no TAT is specified, sample(s) will be processed and charged as 3 - day TAT.

No.	Client Sample ID	Date Collected	METALS				OTHER METALS	PARTICULATES					AIR		Comments		
			Pb TCLP	TCLP RCRA 8	RCRA 8 Total Metals	Toxic Metal Profile		Welding Fume Profile	Total Nuisance Dust	Respirable Dust	TSP Gravimetric	TSP Pb	PM-10	Flow Rate (L./min)		Total Time (minutes)	Volume (Total Liters)
1	TCLP	1/16/14	X														Composite Analysis
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

Released by: Brian Woodard
MAT Woodward

Signature: Brian R. Woodard
MAT Woodward

Date/Time: 1/16/14
 Date/Time: 1/13/14



Mystic Air Quality Consultants

1204 North Road (Rt. 117)
Groton, CT 06340

DAILY JOB LOG

Date 1/10/14

Page 1 of 1

Client Town of Ledyard Site Supervisor _____

Site Location 741 R Colonel Ledyard Highway - Ledyard, CT

GENERAL OBSERVATIONS

Containment Location _____

- Collected bulk samples for a pre demo survey

- Collected a tickle for lead paint analyses

- Mercury thermostat count - 2 mercury thermostats found on wall in Ambulance Bay

- Counted PCB light ballasts - 9 light fixtures in Bldg

ENCLOSURE 6 PAGE 1 OF

HYGIENIST'S NAME

Brian Woodard

HYGIENIST'S SIGNATURE

Brian Woodard

TIME ON SITE: _____

TIME OFF SITE: _____

Telecommunications
Office: 860 449 8903
Nights & Weekends: 860 464 2050
FAX: 860 449 8860

737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS

PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS

737 Colonel Ledyard Highway
737 R Colonel Ledyard Highway
741 R Colonel Ledyard Highway

Project Design by:
Christopher J. Eident, CIH, CSP, RS
Licensed Asbestos Project Designer # 00015
Mystic Air Quality Consultants, Inc.
1204 North Road, Groton, Connecticut 06340
(860) 449-8903

This specification covers the removal of all asbestos materials and any PCB ballasts and mercury thermostats in 3 Town of Ledyard buildings prior to demolition.

PART 1 ASBESTOS REMOVAL SPECIFICATIONS

1.1 Scope - This specification covers the abatement of exposure to asbestos from the building materials that have previously been determined to contain asbestos.

1.1.1 Asbestos has been classified by the Federal Government as a carcinogenic (cancer producing) material. To comply with governmental requirements and minimize employee exposure, controls are necessary wherever there is a potential for exposure to airborne fibers.

1.1.2 All work and work areas shall be in conformance with the requirements of EPA regulations (40 CFR Part 763), NESHAPS regulations (40 CFR 61 Subpart M) OSHA regulations (29 CFR 1910.1001 and 1926.1101), and Regulations for Connecticut State Agencies Section 19a-332a-1 to Section 19a-332a-13.

1.1.3 Deviations from these specifications require the written approval of the Owner.

1.1.4 The Contractor performing the asbestos removal must be a licensed Asbestos Removal Contractor in the State of Connecticut.

1.1.5 Bidding Contractors must notify the Town of Ledyard of any discrepancies or errors that might have been discovered in the specifications for the purpose of making such corrections or adjustments as may be necessary. If it should appear that the work called for is not in accordance with State, local, or Federal laws or ordinances, the Contractor shall immediately notify Twon Ledyard before rendering his bid. No work shall be performed if uncertainties exist.

1.1.6 The Contractor performing the asbestos removal must carry Asbestos Liability Insurance in accordance with Town of Ledyard contract requirements (minimum \$1,000,000 coverage). A copy of a current Insurance Certificate must accompany the bid.

**737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS**

1.1.7 This work will be monitored for the Town of Ledyard by a licensed Asbestos Project Monitor from a State of Connecticut licensed Asbestos Laboratory, Mystic Air Quality Consultants.

1.2 DESCRIPTION OF WORK

1.2.1 PROJECT: Asbestos Removal Prior to Demolition

This specification covers the removal of asbestos prior to renovation as follows:

1. 737 R Colonel Ledyard Highway – (no lead, PCBs ballasts or mercury thermostats)

Sample #s	Material/Location	Estimated Affected Area
4-6	Transite Panels/Interior –on ceiling	405 sq. ft.
7-9	Glazing Compound/Exterior –around windows	2 windows

2. 741 R Colonel Ledyard Highway

Sample #s	Material/Location	Estimated Affected Area
12-14	Flooring/Bathroom #2	50 sq. ft.
21-23	Glazing Compound/Exterior Windows –behind wood sashes	8 windows
24-26	Caulking/Exterior Windows –behind metal tracks	8 windows

Also remove and dispose 1 mercury thermostat found on wall in ambulance bay and 9 light fixtures with PCB ballasts in the building.

3.. 737 Colonel Ledyard Highway

Upon testing by polarized light microscopy, the following materials were found to be asbestos containing:

Sample #s	Material/Location	Estimated Affected Area
11-13	Linoleum & Mastic/Kitchen	144 sq. ft.
17-19	Green Floor Tile/Workshop (main tile)	90 sq. ft.
20-22	Tan Floor Tile/Workshop (design pattern)	18 sq. ft.
47	Sink Coating/Kitchen –on bottom of sinks	2 sinks
49-51	Caulking/Exterior Windows –around casings	8 windows
58-60	Glazing Compound/Exterior Older Windows	8 windows
71-73	Caulking/Furnace Room –interior window & door casing	1 window, 1 door
79-81	Floor Tile/Men’s & Ladie’s Bathrooms	110 sq. ft.

737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS

97-98 Flashing Mastic/Exterior Roof –around chimney & penetrations 12 sq. ft.

Mercury and PCB inspection

No mercury thermostats but contractor must remove and dispose PCB ballasts in 25 light fixtures (all)

The quantities above are estimates. The contractors must make their own measurements are a mandatory pre-bid meeting. Drawings will be available at the meeting

All interior asbestos removal work must be done using full containment abatement. The contractor may also use Alternate Work Practices (AWPs) if approved by the State of Connecticut DOH and by Owner.

The exterior window work area will be isolated using barrier tape and signs (no containments are required). The ground will be covered with 6 mil poly taped securely to the base of bulking beneath each window. The materials will be wet and the caulking/glazing compounds will be removed by hand scraping the caulking from the windows and window casing. The poly will be cleaned and folded in on itself and disposed of as asbestos waste. The ground under the poly will be inspected by a licensed Asbestos Project Monitor and the contractor will clean the ground until it passes a visual inspection that it is free of suspect debris.

The roof flashing mastic materials are not friable and will not become friable by the nature of the removal. After lightly misting the surfaces, the flashing roof will be cut into sections using hatchets or other none dust generating methods and asbestos waste can be placed directly into labelled 6 mil poly waste bags and lowered to the ground. Any debris on the roof or adjacent ground will be HEPA vacuumed after each removal.

The abatement schedule must be approved by owner and GC.

Mystic Air Quality Consultants, Inc. will provide monitoring during the abatement project for the owner.

Workers shall use at least half face negative pressure respirators with high efficiency filters and full body "Tyvek" coveralls. The project air monitor must approve the contractor's worker documentation record and notifications prior to starting the removals.

1.2.1.1 The work specified herein shall be the removal, encapsulation and/or enclosure of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. These persons must comply with Federal and State regulations which mandate work practices, and be capable of performing the work of this contract.

1.2.1.2 The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals which are necessary or required to perform the work in accordance with the applicable governmental regulations and these specifications.

737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS

1.5 SUBMITTALS AND NOTICES

1.5.1 Prior to Commencement of Work:

1.5.1.1 Submit notification to the following agencies in the stipulated amount of time before work commences on the project: (Please note that any notifications shall be submitted to Twon Ledyard for review prior to submittal to any outside agencies).

A. Send written notice of proposed abatement work with project particulars as applicable to Environmental Health Section, Department of Public Health, State of Connecticut, not fewer than ten (10) working days before work commences on the project.

Chief - Environmental Health Services
Department of Public Health
Indoor Air Program - Asbestos & Radon
410 Capitol Avenue MS# 51AIR
Hartford, CT 06134

For asbestos abatement projects from which asbestos waste will be disposed of in the State of Connecticut -

Connecticut Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

The minimum information required on all of the submittals includes the following:

- (1) The name, address and telephone number of the asbestos Contractor
- (2) The name, address and telephone number of the facility owner;
- (3) The exact location of the facility;
- (4) The nature of the asbestos abatement;
- (5) The type of asbestos abatement activity;
- (6) A description of the facility including the size, age and use of the facility;
- (7) The amount of asbestos-containing material to be removed, enclosed or encapsulated or contained in the
facility or part thereof to be demolished;
- (8) The scheduled starting and completion dates;
- (9) A description of the work practices to be followed as per RCSA Section 19a-332a-5 to Section 19a-332a-13;
- (10) The name and the location of the authorized asbestos disposal facility where asbestos-containing materials will be disposed.

737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS

1.5.1.3 Submit proof satisfactory to the owner that all required permits, site locations, arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, and the like have been obtained.

1.5.1.4 Submit to the owner, and monitoring professional, plans and shop drawings for construction of decontamination enclosure systems and for isolation of the work areas as may be necessary in compliance with this specification and applicable regulations.

1.5.1.5 The Contractor must submit a written statement regarding whether he/she has ever been found out-of-compliance with pertinent Federal and State asbestos removal regulations. If previously found out-of-compliance, details must be submitted regarding each item of the alleged or proven non-compliance.

1.5.1.6 Submit documentation to the owner indicating that each employee has instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures and understands this instruction. Also submit verification that all employees have received medical examinations as required by OSHA regulations.

1.5.1.6.1 Please note: Under the EPA federal Model Accreditation Program, ASHARA regulations, and RCSA for licensure and certification; all abatement workers and supervisors are required to have copies of their initial training and current refresher certificates on site at all times.

1.5.1.7 Post signs in and around the Work Area to comply with OSHA standard 29 CFR 1910.1001 and 1926.1101.

1.5.1.8 The owner and Contractor must agree in writing on building and fixture condition prior to commencement of work. A photographic or videotaped record is required, unless waived by the owner.

1.5.1.9 Submit manufacturer's certification that vacuum, negative air pressure equipment, and other local exhaust/ventilation equipment conform to ANSI Z9.2-1979.

1.5.1.10 When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be submitted to the Owner.

1.6 PERSONAL PROTECTION

1.6.1 Prior to commencement of work, the workers shall be instructed and shall be knowledgeable, in the areas described. On-site training in the use of equipment and facilities unique to this job site shall be performed. Emergency evacuation procedures to be followed in the event of compressor failure shall be included in worker training prior to commencement of work.

1.6.2 Respiratory protection shall meet the requirements of OSHA as presented in 29 CFR 1910.134 titled "Respiratory Protection" and CFR 1910.1001, 1915.1001 and 1926.1101 titled "Asbestos".

1.6.2.1 The employer shall select and provide at no cost to the employee respirators which will provide adequate protection to the employee as specified by section 1910.1001(g) Table D-1 and Section 1926.1101(h) Table D-4.

1.6.2.2 Any feasible combination of engineering controls, work practices, and personal protective equipment and devices, may be used to reduce personnel exposure to asbestos.

1.6.2.3 Proof that the average airborne concentration of asbestos fibers an employee will confront will not exceed the allowable limits shown above for the various types of respiratory devices must be determined by an air sampling professional retained by the Contractor by applying sound scientific and/or engineering principles. An acceptable method would be through measuring exposures under all the various conditions that will be encountered by collecting personal samples of airborne asbestos within the affected employees' breathing zones. Results of such studies shall be maintained at the work site.

1.6.3 All individuals entering the Work Area shall wear prescribed protective clothing and respirators until the asbestos removal areas have passed clearance tests.

1.6.4 Respiratory protection shall be worn by all persons potentially exposed to asbestos from the initiation of the asbestos abatement project until all areas have been given clearance. Clearance shall be obtained by visual inspection and air monitoring conducted by the Air Sampling Professional.

1.6.5 Protective Clothing - Special clothing such as coveralls or whole body clothing, head coverings, gloves, and foot coverings shall be provided and worn by personnel in work areas where concentrations of asbestos fibers in the air exceed the permissible ceiling concentration established by OSHA. The protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time all such items shall be thoroughly cleaned of all asbestos-containing material. Disposable type protective clothing, when used, shall be disposed of as contaminated waste. Protective clothing required for other types of construction or industrial hazards are required as appropriate for the particular job.

1.6.6 Provide all authorized visitors with respirators, new filters, protective clothing, headgear, eye protection, footwear, and hard hats as in the procedures described herein and afford them the use of all facilities to hold them free of contamination of asbestos fibers.

1.6.7 Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described in Section 1.6.8 of these specifications.

1.6.8 WORKER PROTECTION PROCEDURES

1.6.8.1 Each worker and authorized visitor without exception shall, upon entering the job site: remove street clothes in the Clean Change Room and put on a NIOSH approved respirator with new filters, and clean protective clothing before entering the Equipment Room or the Work Area, except that workers intending to rewear previously worn protective clothing stored in the Equipment Room shall enter the Equipment Room wearing only respirators.

1.6.8.2 Each time he/she leaves the Work Area, each worker and authorized visitor shall: vacuum gross contamination from clothing before leaving the Work Area: proceed to the Equipment Room and remove all clothing except respirator; still wearing the respirator, proceed naked to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves; remove filters and wet them and dispose of filters in the container provided for the purpose; and wash and rinse the inside of the respirator. After showering, the individual proceeds to the Clean Room.

1.6.8.3 Following showering and drying off, each worker and authorized visitor shall proceed directly to the Clean Change Room and dress in street clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the Work Area from the Clean Change Room, each worker and authorized visitor shall put on a clean respirator with filters and shall dress in clean protective clothing, except that worker intending to rewear protective clothing stored in the Equipment Room shall enter the Equipment Room wearing only respirators.

1.6.8.4 Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from equipment and access areas. Store contaminated protective clothing in the equipment room for reuse or place in receptacles for disposal with other asbestos- contaminated materials.

1.6.8.5 Workers removing waste containers from the Equipment Contamination Enclosure shall enter the Holding Area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the Washroom or the Work Area.

1.6.8.6 The color of the disposable clothing worn outside the Work Area shall be a different color than the disposable clothing worn inside the Work Area.

1.6.8.7 Workers shall not eat, drink, smoke, or chew gum or tobacco while in the Work Area.

1.6.8.8 Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos contaminated materials and until final clean-up is completed.

1.7 EQUIPMENT REMOVAL PROCEDURES

1.7.1 Clean surfaces of contaminated containers and equipment thoroughly by vacuuming and wet sponging or wiping before moving such items into the decontamination enclosure for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave Work Area through the Equipment Decontamination Enclosure.

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2.1 MATERIALS

2.1.1 Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

2.1.1.1 Delivery and storage of materials and equipment shall be under the direct control of the Contractor in areas to be approved by the General Contractor and the Owner. These shall be stacked, stored, disposed of or otherwise handled on the premises by the Contractor. The Contractor shall post all necessary signs and provide all temporary enclosures and guards as required for the full protection of workmen and the building.

2.1.1.2 Damaged or deteriorating materials shall not be used and shall removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

2.1.2 Use plastic sheet of four (4) mil thickness unless otherwise specified, in sizes to minimize the frequency of joints. Use single layer of six (6) mil polyethylene to create critical barriers where appropriate for size, configuration, and space to critical. A double layer of four (4) mil polyethylene shall be used on the walls. Use at least two layers of six (6) mil polyethylene to construct the de-contamination entry system of multiple chambers as described elsewhere of a minimum of three (3), and up to five (5) or six (6), sections and/or airlocks. A double layer of six (6) mil polyethylene shall be used on floors.

2.1.2.1 Polyethylene bags shall be six (6) mil and of sufficient size for the application.

2.1.3 Tape will be used that is capable of sealing joints in adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

2.1.4 Surfactant (wetting agent) - shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.

2.1.4.1 The Contractor shall have available spray equipment on site capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.

2.1.5 Impermeable containers are to be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with OSHA standards 29 CFR 1910.1001 and 1926.1101). Containers must be both air and watertight.

2.1.6 Labels and signs required by OSHA standards 29 CFR 1910.1001 and 1926.1101 will be used.

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2.1.7 Encapsulants shall be sprayed using airless spray equipment in accordance with the manufacturer's instructions.

2.1.8 Use asbestos-free materials to provide the degree of fire protection required by the applicable Building Code and/or Fire Safety Code.

2.1.9 Thermal or acoustical insulation material used for patching or replacement must provide performance characteristics equivalent to or better than the original.

2.1.10 HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

2.2 TOOLS AND EQUIPMENT

2.2.1 Provide suitable tools for asbestos removal, encapsulation and enclosure.

2.2.1.1 The Contractor shall have available on site air monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.

2.2.1.2 The Contractor shall have available on site sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, plastic sheeting of proper size and thickness, duct tape, air filters and sample filter cassettes.

2.2.1.3 The Contractor shall have available on site power cables or sources such as generators (where required).

2.2.1.4 The Contractor shall have available on site shower stalls and plumbing to support same to include sufficient hose length and drain system or an acceptable alternative.

2.2.1.5 Negative air pressure equipment shall be used. No air movement system or air filtering equipment shall discharge unfiltered air outside the Work Area.

2.2.1.6 Ladders and/or scaffolds are to be of adequate length and sufficient quantity to support work schedule.

2.2.1.7 Other Materials - provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area.

2.2.1.8 Air filtering equipment shall meet HEPA requirement and be of sufficient capacity to cause four (4) air changes per hour within the work area exhausting the filtered air so as to maintain a negative inside (work area) pressure and of sufficient flow through the decontamination chambers so as to prevent escape of airborne fibers.

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2.2.1.9 Vehicle Storage - No construction vehicles shall be stored, serviced, washed or flushed out in a location where leaks, spillage, waste materials, cleaners or waters will flow or be otherwise introduced into wetlands, reservoirs or watercourses.

2.2.1.10 Sanitary Accommodations - Sanitary accommodations must be placed where directed; they shall be maintained in a clean, well ventilated and sanitary condition at all times.

2.2.1.11 Temporary Storage of Waste Trailers - The Owner will make available two separate and distinct areas where waste trailers can be stored temporarily on site. One area will be for asbestos waste dumpsters and one will be for non-asbestos construction debris. At the end of each phase of the work, the Contractor will arrange for all waste containers to be properly removed from the site and the contents properly disposed. The asbestos abatement project monitor will verify the segregation of the waste going to the two storage areas during the work and will record the number of trailers of asbestos waste leaving the site and verify that the amount recorded agrees with the amount listed on the waste disposal manifest at the time of removal from the site.

3.1 PREPARATION

3.1.1 WORK AREAS

3.1.1.1 The Contractor shall provide for, furnish and maintain temporary connections to existing water supply and electrical utilities for the use of water and power for lighting, heating or services required for the full performance of the work, and be responsible for the same. In accordance with the following paragraphs, no charges will be assessed for the use of reasonable amounts of water or electricity. Any subcontractors shall also be allowed the full use of these utilities.

a. Water - Water may be obtained free of charge, with the Contractor providing all temporary connections for its distribution and removal of the same after the completion of the project.

b. Electricity - Electricity shall be provided at no charge from existing power sources. Contractor shall check on the adequacy of power supply prior to making connections.

3.1.1.1.1 Where necessary shut down electric power, including receptacles and lighting fixtures. Under no circumstances during the decontamination procedures will lighting fixtures be permitted to be operating when the spraying may contact the fixture.

3.1.1.1.2 Where necessary provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable code requirements and provide 24V safety lighting and ground fault interrupter circuits or GFI equipped power cords as power source for electrical equipment.

3.1.1.2 Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents within the Work Area shall be sealed with tape and plastic sheeting.

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3.1.1.3 Preclean movable objects within the proposed work areas using HEPA vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from work areas to a temporary location. Where carpet-to-remain is scheduled on the drawings, such carpeting shall be thoroughly cleaned using HEPA vacuum equipment.

3.1.1.4 Preclean fixed objects within the work areas, using HEPA vacuum equipment and/or wet cleaning methods as appropriate, and enclose with minimum six (6) mil plastic sheeting sealed with tape.

3.1.1.5 Clean the proposed work areas using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

3.1.1.6 Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with plastic sheeting (minimum of six (6) mils thick) sealed with tape. Doorways and corridors which will not be used for passage during work must be sealed within barriers as described in 3.1.2.4.

3.1.2 DECONTAMINATION ENCLOSURE SYSTEMS:

3.1.2.1 Build suitable Building Code conforming framing as described herein at shop drawing submittal stage. Portable pre-fab units, if utilized, must be submitted for review and approval by the Owner or the Owner's representative before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying to schematic layout bound herein, showing dimensions, materials, sizes, thickness, plumbing, electric outlets, etc.

3.1.2.1.1 In all cases access between contaminated and uncontaminated rooms or areas shall be through a decontamination unit. In all cases access between any two (2) rooms within the decontamination enclosure system shall be through a curtained doorway.

3.1.2.2. Worker Decontamination Enclosure: Construct a workers' decontamination enclosure system contiguous to the work area consisting of five (5) totally enclosed chambers to conform with standard drawings bound herein as follows:

3.1.2.2.1 An Equipment Room with two (2) curtained doorways, one (1) to the work area and one (1) to the airlock.

3.1.2.2.2 A Shower Room with two (2) curtained doorways, one (1) to each airlock. Plastic on Shower Room and adjoining equipment and clean rooms shall be non-transparent. Showers shall be provided and used at all asbestos removal operations.

3.1.2.2.3 The Shower Room shall contain at least one (1) shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Ensure a supply of soap and towels at all times in the shower room.

3.1.2.2.4 A Clean Room with one (1) curtained doorway into the airlock and one (1) entrance or exit to non-contaminated areas of the building. The Clean Room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions such as offices, storage of equipment, materials, or tools shall be prohibited.

3.1.2.3 Equipment Decontamination Enclosure: Provide or construct an Equipment Decontamination Enclosure system consisting of two (2) totally enclosed chambers as follows:

3.1.2.3.1 A Washroom, constituting an airlock, with a curtained doorway to a designated staging area of the Work Area and a curtained doorway the Holding Area.

3.1.2.3.2 A Holding Area, constituting an airlock, with a curtained doorway to the Washroom and a curtained doorway to an uncontaminated area.

3.1.2.3.3 Shower water must be drained, collected and filtered through a system with at least 5.0 micron particulate size collection capability before disposal in the sanitary system. Contaminated filters are to be disposed of as asbestos waste.

3.1.2.4 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

School will not be in session so normal containment practices will be used.

3.1.2.5 MAINTENANCE OF ENCLOSURE SYSTEMS

3.1.2.5.1 Visually inspect enclosures at the beginning of each work period.

3.1.2.5.3 Use chemical test smoke methods to test effectiveness of barriers when directed by the air sampling professional.

3.1.2.5.4 Create pressure differential between work areas and occupied areas by the use of negative air pressure equipment. Description: high efficiency particulate (HEPA) filtration systems shall be equipped with filtration equipment in compliance with ANSI Z9.2-1979. The equipment shall be sized to provide four (4) air changes per hour in the Work Area. No air movement system or air filtering equipment shall discharge asbestos fibers or unfiltered air outside the Work Area. Automatic shutdown of system and/or warning lights to indicate improper pressure drop across filters shall be incorporated into equipment to prevent operation of equipment if filters are overloaded or ruptured.

3.1.2.6 Asbestos abatement work shall not commence until approved by the licensed Project Monitor.

3.1.2.6.1 Arrangements have been made for disposal of waste at an acceptable site.

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3.1.2.6.2 Work areas and decontaminated enclosure systems and parts of the building required to remain in use are effectively segregated.

3.1.2.6.3 Tools, equipment, and material waste receptors are on hand.

3.1.2.6.4 All other preparatory steps have been taken and applicable notices and signs posted and permits obtained.

3.1.2.6.5 All worker training has been completed and documents reviewed by owner's representative. Training documents (see note in section 1.5.1.6.1) should be made available in the form of clear, legible copies of certificates (fax copies not accepted) five (5) working days in advance of the job's start so appropriate calls and verifications can be accomplished without delay of the work.

3.1.2.6.6 Abatement work will not begin until the owner authorizes work to commence, in writing.

3.2 ASBESTOS REMOVAL

3.2.1 PREPARE SITE (see Section 3.1)

3.2.2 Spray asbestos materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers. The asbestos material shall be sprayed with water mist containing a wetting agent to enhance penetration. A fine spray of the amended water shall be applied to reduce fiber release preceding the removal of the asbestos material.

3.2.3 In order to maintain indoor asbestos concentrations at a minimum, the wet asbestos must be removed in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 8 feet. For heights up to 15 feet provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet provide enclosed dust- proof chutes.

3.2.4 Seal filled containers. Place danger labels on containers in accordance with OSHA standard 29 CFR 1910.1001 (g) (2) if not already pre-printed on containers. Clean external surfaces of containers thoroughly by wet sponging in the designated area. Move containers to Washroom, wet clean each container thoroughly and move to Holding Area by workers who have entered from uncontaminated areas dressed in clean coveralls. Ensure that workers do not enter from uncontaminated areas into the Washroom or the Work Area; ensure that contaminated workers do not exit the Work Area through the Equipment Decontamination Enclosure System.

3.2.5 After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet.

3.2.6 Apply a thin coat of encapsulant to cleaned surfaces and to plastic barriers after cleaning.

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3.2.7 Clean up shall be in accordance with Section 3.5

3.2.8 If at any time during asbestos removal, should the air sampling professional suspect contamination of areas outside the work area, he/she shall stop all abatement work until the Contractor takes steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections certify decontamination.

3.5 CLEAN-UP AND FINAL INSPECTIONS

3.5.1 Remove visible accumulations of asbestos material and debris. Wet clean or HEPA vacuum all surfaces within the Work Area.

3.5.2 An inspection by the building owner or his designate shall be conducted with the containment barriers in place. If the building owner or his representative finds visible accumulations of dust or bulk asbestos containing materials in the Work Area, the Contractor shall repeat the cleaning until the work area is in compliance, at the Contractor's expense. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the worksite.

3.5.5.2 Areas which do not comply with the Standard for Cleaning for Initial Clearance shall continue to be cleaned by and at the Contractor's expense until the specified Standard of Cleaning is achieved as evidenced by the licensed Asbestos Project Monitors visual inspection and the results of final air testing.

3.5.5.3 Upon successful compliance with the Standard of Cleaning for Final, mandatory respiratory protection for workers engaged in re-spray or finishing work in the Work Area may be waived at the discretion of the Contractor.

3.6 DISPOSAL OF ASBESTOS-CONTAINING MATERIALS AND ASBESTOS-CONTAMINATED WASTE

All asbestos waste shall be managed and disposed in compliance with applicable federal (NESHAPS) regulations and be appropriately handled during transport in compliance with all pertinent DOT, OSHA, DEP, EPA and State requirements.

Any disposal of asbestos materials and asbestos waste must be authorized by the Office of Solid Waste Management pursuant to Section 22a-209-8(1) of the administrative regulations of the Department of Environmental protections, Solid Waste Management Unit, and the Connecticut General Statutes, Section 22a-220 entitled "Municipal Provisions for Solid Waste Disposal. Toxic or Hazardous Waste Disposal." The first step in obtaining authorization is to contact the office in writing with detailed information relating to the quantities, types, sources, generator and hauler of asbestos wastes to; be disposed. The Office of Solid Waste Management will provide assistance by contacting and making arrangements with a landfill owner and/or operator for disposal.

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Authorization will be given if it can be assured that the asbestos waste will be handled and disposed of in accordance with the following requirements.

3.6.2, GENERATOR AND/OR HAULER REQUIREMENTS

1. The asbestos materials must be packaged in impermeable dust tight containers (i.e. heavy duty six (6) mil plastic bags or sealed fiber pack drums):

2. All containers must be labeled according to current standards for EPA, OSHA, and DOT.

3. All trailers and/or vehicles used to transport bagged and wrapped waste from the job site, to a transfer station or approved landfill, themselves need to be lined with a minimum of one layer of six (6) mil polyethylene to ensure the transport and storage vehicle itself is leak proof (airtight and watertight).

4. The landfill accepting the wastes must be notified before shipping for scheduling to insure that adequate personnel and apparatus are available at the time of disposal; and

5. The asbestos materials must be delivered in separate shipments. It must not be transported with any other materials.

6. The Contractor is responsible for all appropriate waste manifest records, including daily departure of waste from the site to transfer stations or an approved landfill. The requisite three part waste manifest form (per NESHAPS) needs to be kept on site to cover the tracking of the waste from site to transfer station, from generator to hauler, from hauler to landfill operator. No asbestos shall be taken from the site, nor transferred without this waste manifest.

3.6.3 FINAL PAYMENT AFTER DISPOSAL OF ASBESTOS WASTE

FINAL PAYMENTS FOR THE WORK WILL NOT BE REMITTED UNTIL A FULLY COMPLETED LIEN WAIVER AND ALL OF THE WASTE MANIFESTS FOR THE SPECIFIC SITE HAVE BEEN SIGNED AND RETURNED TO Twon Ledyard.

3.6.4 ADDITIONAL REQUIREMENTS

All applicable rules and regulations are required by the Department of Labor's Occupational Safety and Health standards and the United States Environmental Protection Agency's Regulations on National Emission Standards for Hazardous Air Pollutants and the United States Department of Transportation shall be followed. Only after full compliance with the above requirements, verified in writing by way of the waste manifests, will the Sub-Contractor be released from the project.

3.7 AIR MONITORING AND ANALYSIS

3.7.1.1 The following schedule shall be utilized for air sampling during the project by the building owner's representative (in addition to OSHA compliance monitoring by the Contractor):

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Daily personal air sampling by the Contractor, and daily visuals and area sampling by the Project Air Monitor.

3.7.1.1.4 Air samples will be analyzed with the appropriate microscopy. In buildings other than schools, per the State of Connecticut regulations, transmission electron microscopy will be used to analyze final air samples for containments in which more than 1500 square feet or 500 linear feet of asbestos-containing materials were abated. In buildings other than schools, per the State of Connecticut regulations, phase contrast microscopy will be used to analyze final air samples for containments in which less than 1500 square feet or 500 linear feet of asbestos-containing materials were abated.

3.7.2 Contractor Responsibility.

Air sampling shall be conducted by the Contractor, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1910.1001 and 1926.1101.

3.7.3 Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and be available for review until the job is complete. Upon completion of the job, these are to be forwarded to the owner for inclusion with project records.

3.7.3.1 Documentation of sample analysis must include as a minimum; sample identification; total sample duration; sample flow rate; total air volume; total fibers counted (with work sheets); total fields counted; blank filter analysis; reticule field area; and concentration of fibers per cubic centimeter. Analytical results must include calculation of detection limits as given in Appendix G of Environmental Protection Agency Publication EPA 560/5-85-024, June 1985 Guidance for Controlling Friable Asbestos-Containing Materials in Building; of any typical environmental conditions.

Air sampling analysis must be performed by individuals trained in the National Institute for Occupational Safety and Health (NIOSH) 582 course on Asbestos Air Sampling and Analysis, associated with a laboratory approved and certified by the American Industrial Hygiene Association (AIHA). Documentation of individual air sample analysis qualifications must be provided to the owner or their designated agent.

PART 2. LEAD PAINT SAFETY AND HEALTH SPECIFICATIONS

1. Scope of Work

All paint must be assumed to contain lead and special precaution are required if disturbing any painted surface.

1.1 Lead is a serious health hazard to both children and adults. The work may involve the disturbance of surfaces with lead paint. To comply with governmental requirements and minimize

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employee exposure, the contractor must use appropriate controls wherever there is a potential for exposure to lead dust and fumes. Potential for lead release includes any sanding, grinding, scraping, and burning (welding and cutting) of lead paint surfaces.

1.2 All work must be done in conformance with the OSHA 1926.62 regulations regarding lead exposure. This includes the following:

1.3 All workers at the site must have received a lead hazard awareness class (typically a 4 hour course given by a competent person) within the last year.

1.3.2 Workers using respirators or performing any sanding, grinding, scraping, and burning (welding and cutting) of lead paint surfaces on a regular basis must have current physicals and blood lead tests that meet the OSHA standards.

1.3.3 No eating drinking or smoking will be allowed at the site.

1.3.4 All surfaces to be sanded and/or scraped must be lightly misted prior to sanding or scraping. No welding or torch cutting of lead painted surfaces is allowed until then any paint has been removed by chemicals or HEPA filtered needle-guns.

1.3.5 There will be no dry sweeping, sanding, grinding, and torch cutting of any lead painted surfaces. Only HEPA filtered vacuum cleaners can be used to clean the floor and other surfaces.

1.3.6 Any paint chips, dust and debris must be placed in a labeled waste container and disposed of as lead waste.

1.3.7 The workers must use eye protection and disposable coveralls and gloves during all surface preparation. The workers will wear a minimum of half face negative pressure respirators with high efficiency filters during the removal process unless the contractor has conducted a negative exposure assessment for similar work. A hand and face wash station will be set up at the site. Workers must wash their hands and face after completion before breaks after any surface preparation. If repeated personal air sampling indicates that exposure levels all well below the OSHA Action Level for Lead (30 ug/M3), the work may be completed without respirators.

1.4 All of the areas will be fully vacated prior to abatement. Warning signs will be placed at all entrances and exits to work area.

1.5 The contractor must supply all labor, materials, equipment, services, insurance and incidentals which are necessary or required to perform the work in accordance with the applicable governmental regulations and these specifications.

2.0 SUBMITTALS

2.1 Prior to Commencement of Work the contractor will:

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2.1 Submit documentation to the owner indicating that each employee has instruction on the hazards of lead exposure, appropriate medical exams, and a written lead safety plan.

2.3 When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment will be submitted.

3.1 CLEAN-UP

3.2 After any breaks from surface preparations, HEPA vacuum all floors.

3.3 After completion of painting, HEPA vacuum all floors and other surfaces in the work area, and wash all surfaces with a 6% solution of TSP, and HEPA vacuum again. All surfaces must be free of visible dust and debris.

4.0 DISPOSAL OF LEAD-CONTAINING MATERIALS AND LEAD-CONTAMINATED WASTE

4.1 Waste disposal - Disposal of lead waste must be in compliance with local, state, and federal regulations.

 Waste will be segregated during the abatement by type. After the project, dispose all windows, paint chips, dust and debris as lead contaminated waste.

4.2 The contractor will be responsible for preparation of any manifest required by Federal or State regulations to track the movement of hazardous waste. The contractor will use the Building owner's EPA Identification Number for all manifests. Lead contaminated debris will be tested in accordance with 40 CFR 261 for TCLP lead (unless assumed to be lead waste).

4.3 GENERATOR AND/OR HAULER REQUIREMENTS

 1. The lead waste materials will be packaged in impermeable dust tight containers (i.e. heavy duty six (6) mil plastic bags or sealed fiber pack drums):

 2. All containers will be labeled with appropriate hazard warnings.

 3. The landfill accepting the wastes will be notified before shipping for scheduling to insure that adequate personnel and apparatus are available at the time of disposal; and

 4. The lead materials will be delivered in separate shipments. It will not be transported with any other materials.

4.0 AIR MONITORING AND ANALYSIS

**737 & 741 COLONEL LEDYARD HIGHWAY
LEDYARD, CT PRE-DEMOLITION ASBESTOS REMOVAL SPECIFICATIONS**

Air sampling will be conducted by the contractor as necessary using the NIOSH 7300 method to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1910.1025 and 1926.62.

4.1 Documentation of air sampling results will be recorded at the work site within three days and be available for review until the job is complete. Upon completion of the job, these are to be forwarded to the owner for inclusion with project records.

4.2 Air sample analysis must be performed by an AIHA Certified Lab.

5.0 RECORD KEEPING

Except as otherwise specified, records will be retained for a period of five (5) years from the date of project completion. Entities ceasing to do business, or relocating the principal place of business will so notify the commissioner in writing within thirty (30) days after such event. On receipt of such notification the commissioner may instruct that the records be surrendered to the department, or may specify a repository for such records. The entity or person will comply with the commissioner's instruction within sixty (60) calendar days of receipt of written request from the commissioner. Copies of the waste manifest will be provided to the Contracting Representative.

SECTION 01010 - SUMMARY OF WORK**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 PROJECT DESCRIPTION

- A. The Project consists of furnishing all materials, equipment, and labor to perform site remediation, hazardous materials abatement, building demolition / removal, and legal disposal of existing structures located at the following addresses:
1. 737 Colonel Ledyard Highway, Ledyard, CT (2 total)
 2. 741 Colonel Ledyard Highway, Ledyard, CT (1 total)
- B. All facilities will be vacated by the Owner prior to abatement and demolition. The condition of the structures at time of site inspection, Pre-Bid Conference, shall be the conditions that bidders shall anticipate within their bid proposal. **All contents remaining within the structures shall be removed and legally disposed of by the Demolition Contractor.**
- C. The Demolition Contractor shall be responsible for all contract closeout requirements as indicated in Section 01700 prior to issuance of final payment by the Owner.
- D. The Demolition Contractor shall be responsible for the certification and documentation of completed work. It shall be the responsibility of the Demolition Contractor to verify the information herein to its satisfaction for the purpose of pricing. No adjustment to the bid price will be allowed due to discrepancies between the information provided and the actual installation locations.

1.3 ABATEMENT CONTRACTOR QUALIFICATIONS

- A. Prior to the start of abatement, Abatement Contractor shall submit a record of prior experience in asbestos, PCB and lead paint abatement projects, listing no less than two (2) completed jobs in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the site supervisor and all on-site workers. The information that should be included is as follows:
1. Project Name and Address
 2. Owner's Name and Address
 3. Architect/Consultant/Construction Manager

4. Contract Amount
 5. Date of Completion
 6. Extras and Change Orders
- B. **The selected Abatement Contractor must appear on the approved list of Asbestos and Lead Abatement contractors on file at the State of Connecticut Department of Public Health (CTDPH). The Contractor must also have experience in PCB remediation work in compliance with US EPA requirements.**
- C. Submit a written statement regarding whether the Contractor has ever been found out-of-compliance with federal or state asbestos and/or lead regulations pertaining to worker protection, removal, transport, or disposal.
- D. Award of this Contract may not necessarily be based solely on the submitted lowest Base Bid amount. The Owner, reserves the right to award this Contract to the Bidder who best meets all contractor qualifications.

1.4 WORK UNDER OTHER CONTRACTS

- A. Separate contracts will be issued by the Owner for certain additional work as deemed necessary for the completion of this project. The Contractor shall be required to coordinate his work with and allow access to the work by separate Contractors and work to be performed by the Owner.
- B. All Demolition Contractors will be required to adhere to the schedule of the Owner regarding all contracted scope of work.

1.5 WORK SEQUENCE / CONSTRUCTION SCHEDULE

- A. The Work will be conducted in phases to provide the least possible interference to the activities of the site and the operation of surrounding properties.
- B. Proper phasing, project scheduling and work sequencing will be coordinated by the Contractor with the Owner. All contractors are required to adhere to the scheduling and critical path sequencing as determined by the Contractor and approved by the Owner.

1.6 CONSTRUCTION PHASING

- A. The abatement and demolition / removals sequence and schedule shall anticipate the required phasing that is required to complete the scope of work as specified herein.
- B. The work will be conducted in phases to provide the least possible interference to the activities of each property and to complete all assigned tasks in a timely manner.
- C. The installation sequence anticipated is as follows:

1. **737 Colonel Ledyard Highway: (2 structures)**

Site Preparation: Installation of construction fencing to establish contract limit lines / tree protection / construction entrances.

Utility Make Safe: Provide all documentation from local utility companies that all utilities (overhead and underground) that are, or formerly, serving existing buildings have been terminated and made safe for demolition.

Abatement: Removal / legal disposal of all materials identified as hazardous and identified for abatement and legal disposal.

Building Demolition and Disposal: Perform building demolition and disposal operations as indicated herein. Transfer all demolition debris to suitable landfill locations as determined by the demolition contractor.

Contract Closeout: Restore site as per Section 01700

Closeout Documentation: Submit for record purposes all required manifests, disposal documents, and closeout documents and indicated in Section 01700 – Contract Closeout and required by law.

2. **741 Colonel Ledyard Highway: (1 structure)**

Site Preparation: Installation of construction fencing to establish contract limit lines / tree protection / construction entrances.

Utility Make Safe: Provide all documentation from local utility companies that all utilities (overhead and underground) that are, or formerly, serving existing buildings have been terminated and made safe for demolition.

Abatement: Removal / legal disposal of all materials identified as hazardous and identified for abatement and legal disposal.

Building Demolition and Disposal: Perform building demolition and disposal operations as indicated herein. Transfer all demolition debris to suitable landfill locations as determined by the demolition contractor.

Contract Closeout: Restore site as per Section 01700

Closeout Documentation: Submit for record purposes all required manifests, disposal documents, and closeout documents and indicated in Section 01700 – Contract Closeout and required by law.

1.7 **CONSTRUCTION TIME**

- A. The Demolition Contractor shall furnish all materials, labor, and equipment to complete the project in a timely manner according to the Construction Phasing Plan above.
- B. The Demolition Contractor shall achieve Substantial Completion of all contracted scope of work (as defined in AIA Document G704 and Specification Section 01010, 1.6 – Construction Phasing) not later than one

hundred twenty (120) calendar days from Owner's Notice to Proceed. Date of commencement shall be established as the date of Notice to Proceed from the Owner.

- C. All punchlist work for the contracted scope of services shall be completed within five (5) working days after the date of Substantial Completion of each property.
- D. The term "Substantial Completion" or "substantially complete" as used in the contract documents shall be deemed to refer to Substantial Completion as defined in AIA Document G704.
- E. The term "Contract Time" as used in the contract documents shall mean the time period from the date of commencement until the completion as indicated above. Such period may be extended in accordance with the provisions of the Contract Documents.

1.8 CONTRACTOR'S HOURS OF OPERATION

- A. The Demolition Contractor shall limit hours of on-site operations to **7:00 am – 3:30 pm, Monday through Friday.**
- B. On-site activities will be allowed on holidays, Saturdays, or Sundays upon prior approval of the Owner.
- C. Any on-site activities not conforming to the hours of operation listed above will require the Demolition Contractor's coordination and prior approval of the Owner.

1.9 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas as identified by the Owner.
 - 1. Confine operations to areas within contract limit lines as established by the Owner and indicated on the drawings. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed without prior authorization from the Owner.
 - 2. Confine the parking of workers, and construction vehicles, and the storage of construction materials to within established contract limit lines.
 - 3. While the premise is **NOT** currently occupied and operational, keep entrances serving the premises clear and available to the Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. **Any disturbances to public entryways public egress, Owner's access, or public access routes require prior approval of the Owner.**

- B. Assume full responsibility for protection and safekeeping of products under this Contract.

1.10 OWNER OCCUPANCY

- A. Completion Requirements: Timely completion of the project is critical. Aggressive construction scheduling and careful monitoring of critical path milestones cannot be overemphasized.

1.11 INTENT

- A. These Specifications with the accompanying Drawings are intended to describe and illustrate all material, labor, and equipment necessary to complete the new installations as indicated herein.
- B. For convenience of reference, these Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the Owner an arbiter to establish limits to Contracts between the Demolition Contractor and Subcontractors. The Divisions of the Specifications do not necessarily define the limits of the Demolition Contractor's subcontracts, the work of any one subcontract may include items specified in several Divisions or Sections. The Demolition Contractor may sublet work as he sees fit, but it is his responsibility to see that all work shown on the Drawings and/or specified is completed in accordance with the Contract.
- C. Furnish all materials and accomplish all work in strict accordance with the grades or standards of materials, standards of workmanship, and manufacturer's specifications listed or mentioned in these documents.
- D. The listing or mention of materials shall be sufficient indication that all such materials shall be furnished by the Demolition Contractor, in accordance with the grades or standards indicated, free from defects impairing strength, durability or appearance and in sufficient quantity for the proper and complete execution of the work, unless specifically stated otherwise.
- E. The listing or mention of any method of installation, erection, fabrication or workmanship shall not operate to make the Demolition Contractor an agent, but shall be for the sole purpose of setting a standard of quality for the finished work. The Demolition Contractor is free to use any alternate method, provided only that, prior to the start of the work, such alternate method is approved in writing by the Owner, as resulting in quality equal to that intended by these documents. Unless an alternate method is approved, all work shall be in strict accordance with all methods if installation, erection, fabrication and workmanship listed or mentioned herein.

1.12 SOCIAL SECURITY TAXES

- A. Demolition Contractors and each Subcontractor shall pay the taxes measured by the wages of all their employees as required by the Federal Social Security Act and all amendments thereto, and accept the exclusive liability for said taxes. The Demolition Contractor shall also indemnify and hold the Owner, and its respective officers, agents and servants harmless on account of any tax measured by the wages aforesaid of employees of the Demolition Contractor and his subcontractors, assessed against the Owner under authority of said law.

1.13 UNEMPLOYMENT INSURANCE

- A. Demolition Contractor and each Subcontractor shall pay unemployment insurance measured by the wages of his employees as required by law and accept the exclusive liability for said contributions. The Demolition Contractor shall also indemnify and hold harmless the Owner on account of any contribution measured by the wages of aforesaid employees of the Demolition Contractor and his Subcontractors, assessed against the Owner under authority of law.

1.14 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Demolition Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference.
- B. The Demolition Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees, material men and Subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his agents, employees, material men or Subcontractors failing to so comply.
- C. The Demolition Contractor shall indemnify the Owner and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Demolition Contractor, his Subcontractors or material men.

1.15 CLOSEOUT AND PUNCH LIST

- E. The Contractor shall carefully check his/her own work and that of any Subcontractor as the work is being performed. Unsatisfactory work shall be corrected immediately.
- F. When the Contractor determines that he is substantially complete, that is, has less than one percent of his Contract remaining to be completed, he shall prepare for submission to the Consultant, a list of items to be completed or corrected. The

failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

- G. Upon receipt of the Contractor's list of items to be completed or corrected, the Consultant will promptly make a thorough inspection and prepare a "punch list" setting forth in accurate detail any items on the Contractor's list and any additional items that are not acceptable.
- H. When the "punch list" has been prepared, the Consultant will arrange a meeting with the Contractor to identify and explain all punch list items and answer questions on the work that must be completed before final acceptance.
- I. The Contractor shall correct all "punch list" items or shall cause the correction of the "punch list" items within a time frame to be established when the "punch list" is made. The time frame for the completion of the "punch list" shall not exceed the completion date of the Contract. Should the "punch list" not be completed within the specified time frame, the Owner may invoke the rights given under the General Conditions.
- J. The Consultant shall not be expected to inspect any area more than once for the preparation of the "punch list" items. If, during an inspection, the Consultant discovers five (5) or more deficient conditions, then the area shall be declared "Not Ready" for Inspection.
- K. All inspections and sampling required for hazardous materials abatement compliance will be performed by the Consultant.

1.16 CLEANING

- A. Throughout the construction period, the Contractor shall maintain the buildings and the site free of rubbish, debris, surplus materials, and other items not required for the Work. Remove such material from the site daily to prevent accumulations. Remove all construction debris from work areas, and remove all hazardous waste and asbestos waste as required by the most current federal, state, and local regulations and the requirements of the specifications.

1.17 ADDITIONAL GENERAL REQUIREMENTS

- A. The Hazardous Material Abatement Contractor shall employ a competent and English-speaking Asbestos, PCB and Lead Abatement Supervisor with at least two (2) years experience on projects of similar scope and magnitude. The Supervisor shall be responsible for all work involving hazardous materials abatement as described in the specifications and defined in the applicable regulations, and have full time daily supervision of the same. The Supervisor shall be the "Competent Person" as defined by OSHA regulations.
- B. The workers and the supervisor(s) involved in this project must be certified (licensed) by the State of Connecticut Department of Public Health (DPH) to perform asbestos and lead abatement work in Connecticut. In addition, they must have adequate OSHA training to perform PCB work as required by USEPA in the approved PCB remediation plan.
- C. The Contractor shall allow the work of this contract to be inspected, if required,

by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner and Consultant and shall maintain written evidence of such inspection for review by the Owner and Consultant.

- D. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- E. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of to whom issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 01010

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 **GENERAL PROVISIONS**

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 **FINAL CLEANING**

- A. Unless otherwise specified under Sections of this Specification, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain the project site free from accumulations of waste, debris and rubbish caused by operations. At the completion of the work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave the project clean and ready for work of others under separate contract.
- C. Cleaning shall include all exterior surfaces in which the Contractor has had access.
- D. Demolition area restoration: The Contractor to provide a minimum of 6" of millings across all areas of demolition to the line of existing grades. The Contractor to provide a source for all millings. The Contractor to be responsible for all costs to transport millings from Contractor's source to the project site and all costs for spreading millings across areas of building demolition to meet existing grades at minimum thicknesses indicated.
- E. Lawn Restoration: The Contractor shall restore all vegetated areas to their original state prior to on-site activities. Disturbed lawn areas are to be restored to grade with topsoil and seeded with new grass. Protection to trees and vegetation shall be thoroughly removed and discarded from site.
- F. Paved Areas: Existing paved areas to remain. Contractor to sweep clean all areas of paving to remain at the conclusion of demolition operations.
- G. Erosion Control: The Contractor to remove and discard all erosion control measures at the conclusion of demolition operations. Filter fabric at catch basins to be removed and catch basin sumps to be made clean of all foreign materials.
- H. The Owner will retain the services of a licensed surveyor to document all underground utilities that remain on site. Utilities shall include clean-outs, shut off valves, service lines, etc. The Contractor to cooperate with the Owner and

Surveyor to convey all knowledge of existing underground utility information that remains.

- I. Use only those materials that will not create hazards to health or property.

1.3 ABATEMENT CLOSEOUT DOCUMENTS

- A. Submit to the Owner/Consultant, final completed copies of the Waste Shipment Records (WSR) for asbestos waste, signed by all transporters and the designated disposal site owner/operator. Submit to the Owner/Consultant, final completed copies of the Waste Manifest for PCB Bulk Product Waste and Remediation Waste, signed by all transporters and the designated disposal site owner/operator.
- B. Submit to the Consultant copies of all Contractor's logs and all worker certifications.
- C. Submit to the Consultant copies of all OSHA personal air monitoring results.
- D. **Final payment will be withheld until receipt of all the above documentations to Owner's/Consultant's satisfaction.**

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01700

SECTION 02060 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS**

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 **SUMMARY**

- A. This Section requires removal and disposal, off site, of the following:
1. Building structures and existing site improvements located within the contract limit lines as indicated on the drawings for complete demolition and removal, including its contents and site related features.
 2. Building foundations, footings, and supporting walls and structure to a depth of bottom of footing elevation as indicated on the drawings for 737R & 741R Colonel Ledyard Highway as provided by the Owner.
 3. Note: All slab on grade construction, footings, and foundation walls to remain in place for 737 Colonel Ledyard Highway (former fire station).
- B. Removal work specified elsewhere:
1. Asbestos removals: Section 02075 and Pre-Demolition Asbestos Abatement Specifications
 2. PCB removals: Pre-Demolition Survey
 3. Lead removals: Pre-Demolition Survey
 4. Universal Waste Reclamation: Section 02082

1.3 **SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Proposed schedule of operations coordination for shutoff, capping, and discontinuation of utility services as required.
1. Provide a detailed sequence of demolition and removal work.
- C. Permits and notices authorizing demolition from applicable regulatory agencies.
- D. Certificates of severance of utility companies.
- E. Permit for transport and disposal of demolition debris.

- F. All other items required by any agency or regulation having jurisdiction over the demolition work.

1.4 JOB CONDITIONS

- A. Occupancy: Structures to be demolished have been vacated and use discontinued prior to start of work.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by owner insofar as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of demolition work.
- C. Explosives: Use of explosives will not be permitted.
- D. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, drives, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- E. Protection: Ensure safe passage of persons around area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, existing trees designated by the Owner to remain and other facilities and injury to persons.
- F. Damages: Promptly repair damages caused to adjacent facilities by demolition operations.
- G. Utility Services: Locate, identify, stub off, and disconnect utilities serving existing structures to be demolished.
 - 1. Contractor shall coordinate shut off of all existing utilities serving structures. Disconnecting and sealing existing utilities before starting demolition operations is part of this work.
- H. Utility Services: Do not start demolition work until utility disconnection has been completed and verified by utility companies.
- I. Erosion Controls: All existing storm water drainage systems shall remain in use during demolition activities. Provide filter protection at all existing catch basins to prevent contamination of storm water systems with sediment and debris. Proper precautions shall be put in place to prevent any sediment / debris from the site to migrate off site. This shall also pertain to construction entrance locations.

Do not commence demolition operations until active erosion control safeguards are in place and approved by the Owner.

1.5 QUALITY ASSURANCE

- A. **Qualifications of Workers:** Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section
- B. **Comply with the requirements of the following**
 - 1. Local and State Building Codes and Health Departments
 - 2. U.S. EPA and State of Connecticut Department of Environmental Protection
 - 3. Utility companies having jurisdiction and that may have utilities within the area of the Work.
 - 4. All other applicable local, state, and federal regulations

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

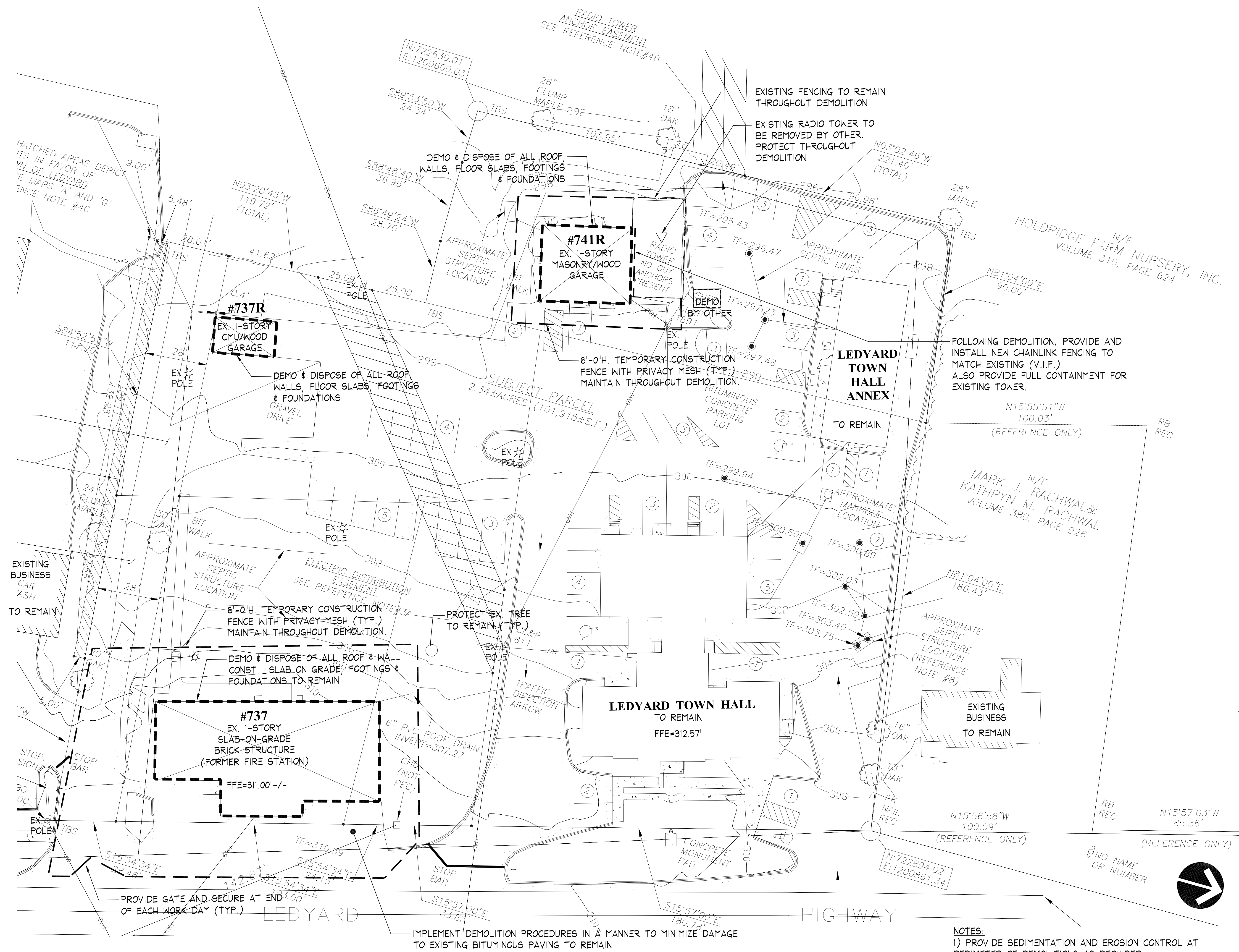
- A. **Pollution Controls:** Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- B. **Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations.**
- C. **Building Demolition:** Demolish buildings completely and remove from site. Use such methods as required to complete work within limitations of governing regulations.
 - 1. Proceed with demolition in systematic manner, from top of structure to ground. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.
 - 2. Demolish concrete and masonry in small sections.
 - 3. Remove structural framing members and lower to ground by hoists, derricks, or other suitable methods.
 - 4. Break up and remove all concrete slabs-on-grade and all concrete basement floors.
 - 5. Locate demolition equipment throughout structure and remove materials so as to not impose excessive loads to supporting walls, floors, or framing.

- D. Below-Grade Construction: Demolish and remove foundation walls, footings, and other below-grade construction, including concrete slabs, to a depth of bottom of existing footings below finish grade elevation. Restore all excavated areas to finished grade elevations through use of on-site fill, or imported fill materials. All imported fill shall be accompanied with documentation that material is environmentally “clean”.

3.2 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove from site accumulated debris, rubbish, and other materials resulting from demolition operations.
 - 1. Burning of combustible materials from demolished structures will not be permitted on site.
- B. Removal: Transport materials removed from demolished structures and legally dispose of at an off site location. Burying demolition debris on site will not be permitted.

END OF SECTION 02060



D-1 DEMOLITION PLAN
SCALE: 1" = 20'-0"

NOTES:
 1) PROVIDE SEDIMENTATION AND EROSION CONTROL AT PERIMETER OF DEMOLITIONS AS REQUIRED.
 2) REMOVE ALL OF SAME FOLLOWING DEMOLITIONS WHEN SITE HAS BEEN STABILIZED.

SITE DEMOLITION FOR THE TOWN OF LEDYARD POLICE DEPARTMENT
 LEDYARD, CONNECTICUT
 737 COLONEL LEDYARD HWY

JJHI JACUNSKI HUMES ARCHITECTS, LLC
 15 MASSIRIO DRIVE SUITE 101
 BERLIN, CT 06037
 TEL 860-828-9221
 FAX 860-828-9223

SITE DEMOLITION PLAN

737 & 741 COLONEL LEDYARD HWY

PROJ. NO.	JH1336	DRAWING NO.	D-1.0
SCALE:	1" = 20'-0"	DATE:	
DATE:	FEBRUARY 18, 2014		