**NOTES TO ARCHITECT/ENGINEER (A/E) & DAS/CS PROJECT MANAGER:**

This version of the Division 01 General Requirements is for **ALL** CT Department of Administrative Services (DAS) Construction Services (CS) **Design-Bid-Build (DBB) AND Construction Manager at Risk (CMR) Capital Construction Projects.**

**IMPORTANT NOTE: Section 01 11 00 Summary of Work** more than any other Sections is project specific. This Section expands requirements regarding definition of work of this contract; owner supplied products; Contractor use of premises; future work; and owner occupancy of any portion of or all of the work. Sample section text is contained to illustrate possible section content. Revise sample paragraphs carefully to reflect specific project requirements, or delete them if they do not apply.

**TEXT:** **Blue text** is project specific information that must be completed by the A/E as applicable to the specific project. When completed, change **blue text** to **black text.** The ***bold and italicized text*** is for example purposes only and must be modified and edited by the A/E to make it project specific. For **text boxes**, left click on **Insert** and then insert project specific information over the word **Insert** in the underlined space.

**TABLES:** To view the Table Grid in this MS Word document, click inside any table, then go to the **Table Tools > Layout** tab, **Table** group, and click **View Gridlines.**

**HEADERS: The header** for each page of the Project Manual shall match the format, font (Arial), size (9 pt), font style (BOLD & CAPITALIZED) and line borders, of the header shown herein. The header of each page shall contain the Section Number, the Section Title, and the page number & number of pages as shown herein.

**FOOTERS: The footer** for each page of the Project Manual shall match the format, font (Arial), size (9 pt), font style (BOLD & CAPITALIZED) and line borders, of the footer shown herein. The footer shall contain the project number in the right hand side as shown herein. **The revision date in the left side of the footer is to remain as it is for Department informational purposes only and should not be altered by the Architect/Engineer.**

**SECTIONS AND PARAGRAPHS:**

If a **Section** is not part of the project scope, **do not use** the Section in the General Requirements. Check “**NOT USED**” in the Table of Contents. **DO NOT delete** the Section title from the Table of Contents.

If a **Paragraph** within a Section is not applicable to the project, **delete the contents** of the Paragraph and renumber the subsequent Paragraphs within the Section. Edit **Paragraphs** carefully to reflect specific project requirements. DO NOT include Paragraphs or parts of Paragraphs in the project manual, which have no applicability to the specific project.

**GENERAL CONDITIONS:** Please review the General Conditions carefully and coordinate the requirements of those Articles including the Definitions.

**DIVISION 01 SECTIONS** are the organizational key of the Project Manual. All revisions to this Division are the responsibility of the A/E. Division 01 must be closely coordinated with Division 00, Divisions 02 through 49, Division 50 (Project-Specific Available Information), the Drawings, and the Department’s Consultant Bid Data Statement (Form 6005, to be filled out by the A/E for bidding).

**IMPORTANT NOTE REGARDING EDITING NOTES:**

Each document contains **Editing Notes** in red text. The Editing Notes assist the Architect in modifying and editing the document to make it project-specific. **DELETE all Editing Notes before printing the document** in order to indicate the correct number of pages.

**IMPORTANT NOTE REGARDING FORMATTING:**

If a paragraph in a Section is not required, delete and renumber accordingly.

DELETE ALL NOTES IN RED TEXT BEFORE PRINTING.

# PART 1 – GENERAL

**1.1 DEFINITIONS**

**A. Contractor:**

Whenever the term **"Contractor"** is used in these Division 01 General Requirements and the Contract Documents, it may be understood to mean either the **Design-Bid-Build (D-B-B) “General Contractor”** or the **Construction Manager at Risk ("CMR")** as applicable to the specific Project.

**B. Subcontractor:**

Whenever the term **"Subcontractor"** is used, it may be understood to mean either a **Subcontractor** or a **Supplier**, as applicable to the specific Project.

**C. Contract:**

Whenever the term **"Contract"** is used in these Division 01 General Requirements and the Contract Documents, it may be understood to mean either the **D-B-B General Contractor’s Contract Sum** as stated in their Contract or the **CMR’s Contract Sum** as stated in their CMR Agreement, as applicable to the specific Project.

## 1.2 RELATED DOCUMENTS

### **A.** TheContract Documents are defined in the D-B-B and CMR Division 00 General Conditions, as applicable to the specific Project.

### **B.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

### **A.** **Project Delivery Method:** **NOTE: Check applicable Project Delivery Method Below:**

### **1.** 🞏 Design-Bid-Build (DBB);

### **2.** 🞏 Construction Manager at Risk (CMR)

**B.** **Project Number:** **[Insert]**.

**C**. **Project Title:** **[Insert]**.

**D.** **Project Location:** The **[Insert]**, located in **[Insert]**, Connecticut.

### **E.** **The Project Description:**

NOTE: Include an abbreviated summary of major items of work for the project described above in the above paragraph. An Example of new construction follows, edit as necessary. Change for Renovation Work or a combination of types of Work.

#### **1.** Construction of a building of approximately **[Insert]** gross square feet.

#### **2.** The building is new and shall be constructed of materials that include but are not limited to the following: The structure shall consist of **[Insert]**. Exterior wall construction shall consist of **[Insert]**. **[Insert]** Roof construction shall consist of **[Insert]**. Foundations shall consist of **[Insert]**. Interior finishes include **[Insert]**. Floor coverings include **[Insert]**. Ceilings shall be **[Insert]**.

#### **3.** The Authorities Having Jurisdiction for Threshold Projects, Non-Threshold Projects, and/or Connecticut State University System (CSUS) 2020 Projects, as defined by the Connecticut General Statutes, are the Connecticut Department of Administrative Services (DAS) / Construction Services (CS) Office of State Building Inspector (OSBI) and Office of State Fire Marshal (OSFM).

**F. Owner:**

**1.** **Owner’s Name:** The Owner is the State of Connecticut, Department of Administrative Services.

**NOTE:** For all projects, identify the name, location and phone/fax/email of the DAS/CS Project Manager, authorized to perform this function. See Article 25 “All work subject to control of the Commissioner” General Conditions for the authority of the DAS/CS Project Manager.

1. **Authorized Representative for the Owner: DAS/CS Project Manager Name:** **[Insert]**.

**a. DAS/CS Project Manager’s** **Location:** The DAS/CS Project Manager is located at 450 Columbus Blvd, Suite 1201, Hartford, CT, 06103.

**b. Phone:** **[Insert]**;

**c.** **Fax: [Insert]**;

**d.** **Email(s):** **[Insert]**.

1. **Authority:** The DAS/CS Project Manager is the only authorized representative for the Department of Administrative Services Commissioner to act in matters involving revoking, altering, enlarging or relaxing any requirement of the Contract Documents.

**a. Related Section: Article 25, All Work Subject To Control of the Commissioner**, Division 00 General Conditions of the Contract for Construction.

**G.** **Agency:**

**1. Agency Name:** The Connecticut State (User) Agency is **[Insert]**.

**NOTE:** For all projects, identify the Agency, the Agency Representative’s the name, location and phone/fax/email.

**2.** **Agency Representative Name and Title:** **[Insert]**. The Agency Representative’s Title is **[Insert]**.

**a. Agency Representative Location:** The Agency Representative is located at **[Insert]**, **[Insert]**, **[Insert]**.

**b. Phone:** **[Insert]**;

**c.** **Fax:** **[Insert]**;

**d.** **Email(s):** **[Insert]**.

**3.** **Authority:**  The Agency Representative has the administrative authority for the facility and or site where the work is being performed but does not have the authority to change the Contract Documents or direct the Contractor.

### **H. Architect and Engineer (A/E):**

NOTE: Identify the names of Architect or Engineer for all projects. This section uses the term Architect and Engineer. Change this term as necessary to match the actual term used to identify the design professionals appropriate for the project and as defined in the General and Supplementary Conditions.

**1. Architect’s Name:** The Architect representing the firm for this project is **[Insert]**.

**a. Architect’s** **Location:** The Architect is located at **[Insert]**, **[Insert]**, **[Insert]**.

**b. Phone:** **[Insert]**;

**c.** **Fax:** **[Insert]**;

**d.** **Email(s):** **[Insert]**.

#### **2.** The Architect and Engineer (A/E) or their accredited representative is referred to in the Contract Documents as "Architect" or "Architects" or "Engineer" or "Engineers" or by pronouns which imply them. As information for the Contractor, the Architect’s or Engineer's status is defined as follows:

##### The Architect and Engineer will not make interpretations or decisions directly to the Contractor. All interpretations or decisions will be conveyed through the Construction Administrator to the DAS/CS Project Manager.

##### As the authorized representative of the Department of Administrative Services Commissioner, the Architect and Engineer is responsible for review of shop drawings, materials, and equipment intended for the work, in accordance with the Division 00 "General Conditions" and "Supplementary Conditions”.

#### **3.** Wherever the Architect or Engineer is mentioned in the documents in connection with an administrative function, it shall include the Construction Administrator in that function except for shop drawings.

### **I. Construction Administrator (CA):**

NOTE: Identify the named Construction Administrator for all projects. See Article 26 “Authority of the Construction Administrator” in the General Conditions for the authority of the Construction Administrator.

#### **Construction Administrator Name: [Insert].**

**a. Construction Administrator Location:** The Construction Administratoris located at **[Insert]**, **[Insert],** **[Insert]**.

**b. Phone:** **[Insert]**;

**c.** **Fax:** **[Insert]**;

**d.** **Email(s):** **[Insert]**.

1. **Authority:**  As information to the Contractor, the Construction Administrator’s status is defined as follows:

##### **a.** The Construction Administrator (CA) is referred to in the Contract Documents as “Construction Administrator”or by pronouns which imply it. All communications concerning the project will be directed through the Construction Administratoror a designated representative(s).

##### **b.** The Construction Administratoris the Owner's Agent who will, among other things, monitor and analyze the Contractor’s performance, scheduling and construction, process shop drawings, material, and equipment submittals, review and process periodic billings, review, analyze, and recommend cost changes.

#### **c. Related Section:** **Article 26 “Authority of the Construction Administrator”** of Division 00 “General Conditions of the Contract for Construction”.

#### **3.** The Construction Administrator will process all requests for information, interpretations and decisions regarding the meaning and intent of the Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions for the Project Manager to the Contractor. All such requests and replies shall be in writing.

**J. Construction Manager (CMR):**

**NOTE:** Identify the CMR for all CMR projects. For all projects, identify the CMR’s names, locations and phones/faxes/emails. Delete this Section for all Design-Bid Build Projects

**1.** **Construction Manager’s Name (CMR): [Insert]**

**a. Construction Manager’s Firm’s** **Location:** The Construction Manageris located at **[Insert]**, **[Insert]**, **[Insert]**.

**b. Phone:** **[Insert]**;

**c.** **Fax:** **[Insert]**;

**d.** **Email(s):** **[Insert]**.

1. **Authority:**  Construction Manager is under direct Contract with the Department of Administrative Services, responsible for performing the Work under the Contract Documents. Whenever the words “Contractor” or “General Contractor” are used it shall be understood to mean Construction Manager.
2. **Related Sections:**
   1. **Article 1 “Definitions”** of Division 00 “General Conditions of the Contract for Construction for Construction Manager at Risk (CMR)”; and
   2. **Section 2.3 “Construction Phase”** of Article 2 “Construction Manager At Risk Responsibilities”, in Section 00 52 23 “Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP)”.

### **K.** **Work:** The Work Includes but is not limited to the following:

NOTE: Insert summary of work here. Examples of types of work are shown below. Edit as required for this specific Project.

#### **Site Construction, Landscaping, Site Utilities;**

#### **Cast-in-Place Concrete, Architectural Precast Concrete;**

#### **Masonry;**

#### **Structural Steel, Miscellaneous Metals;**

#### **Rough Carpentry, Architectural Woodwork, Laminate Clad Casework;**

#### **Waterproofing, Insulation, Sprayed-on Fireproofing, Firestopping, Roofing, Sheet metal, and Joint Sealants;**

#### **Doors and Frames, Overhead Doors, Aluminum Windows, Hardware, and Glazed Aluminum Curtain Wall;**

#### **Drywall, Floor Coverings, Acoustical Ceilings, and Painting;**

#### **Visual Display Boards, Toilet Compartments, Louvers and Vents, Wall Surface Protection Systems, Signage, Lockers, Fire Extinguishers, and Toilet Accessories;**

#### **Projection Screens, Loading Deck Equipment, Dark Room Equipment, Laboratory Furnishings, Fume hoods, Fittings and Fixtures, and Equipment;**

#### **Louver Blinds and Floor Mats;**

#### **Elevators;**

#### **Plumbing, Fire Protection, HVAC, and Controls;**

#### **Electrical and Fire Alarm Systems; and**

#### **Special Equipment.**

### **L.** The Contractor will include in their bid, all items required in order to carry out the intent of the Work as described, shown and implied in the Contract Documents.

### **M.** It shall be the Contractor's responsibility upon discovery to immediately notify the Construction Administrator, in writing, of errors, omissions, discrepancies, and instances of non­compliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.

NOTE: Identify type of contract for this project as state in the Bid proposal Form.

### **N.** The Work will be constructed under the Contractor’sContractas applicable to this Project.

### **O.** The Work will be performed in accordance with the Connecticut Department of Energy and Environmental Protection’s (DEEP) **"General Permit for the Discharge of Stormwater and Dewatering Wastewater from Construction Activities"** (DEEP-WPED-GP-015) and **Stormwater Pollution Control Plan (SPCP)**, including, but not limited to, implementing, maintaining, and updating the SPCP, performing regular inspections, conducting and reporting stormwater monitoring activities, retaining records for the required period of time, and performing all post-construction measures and inspections. See **Section 01 50 00 "Temporary Facilities and Controls" and Section 31 20 05 “Sedimentation and Erosion Control”** for additional information.

## 1.4 WORK UNDER OTHER CONTRACTS

NOTE: Retain this Article if work under this contract depends on work upon successful completion of work under other contracts and vice versa. Repeat paragraphs below as necessary to list all separate contractors.

### **A. Separate Contract:** The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations are scheduled to be substantially complete before the work under this Contract begins. The separate contract includes the following:

NOTE: Insert name of separate contractor and brief description of work to be performed.

#### **1. Contract:** A separate contract has been awarded to **[Insert]** to perform the following Work **[Insert]**.

NOTE: Retain paragraph below when work under other contracts will be conducted concurrently. Revise to suit actual project conditions.

### **B. Separate Contract:** The Owner has awarded a separate contract for performance of certain construction operations at the site. These operations will be conducted simultaneously to the work under this Contract. The separate contract includes the following:

NOTE: Insert name of separate contractor and brief description of work to be performed if applicable, if not applicable delete this section and renumber.

#### **1. Contract:** A separate contract has been awarded to **[Insert]** to perform the following Work **[Insert]**.

### **C.** Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

## 1.5 FUTURE WORK

NOTE: Retain this Article if future contract depends on work upon successful completion of work under other contracts and vice versa. Repeat paragraphs below as necessary to list future contracts.

### **A. Future Contract:** The Owner may award a separate contract for additional work to be performed at the site following Substantial Completion. Completion of that work depends on successful completion of preparatory work under this Contract. The Contract for future work includes the following:

NOTE: Insert name of future contractor (if known) and brief description of work to be performed.

#### **Contract:** A separate contract will be awarded to **[Insert]** to **[Insert]**.

#### **Contract:** A separate contract will be awarded to **[Insert]** to **[Insert]**.

#### **Contract:** A separate contract will be awarded to **[Insert]** to **[Insert]**.

#### **Contract:** A separate contract will be awarded to **[Insert]** to **[Insert]**.

## 1.6 WORK SEQUENCE (PHASES)

NOTE: Retain this article if the project is conducted in separate phases. Delete if phasing is not required. Depends on successful completion of work performed under this contract. Revise paragraphs below to suit actual project conditions.

NOTE: Example: Amplify paragraph below if necessary. Revise to suit actual project conditions. Insert number of Phases and completion date(s) as required.

### **Related Documents:** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### **NOTE:** Reference Site Phasing Drawing Sheet Number

#### Site Phasing Plan is shown on Drawing Sheet No. ***Insert***.

NOTE: Example: Amplify paragraphs below as necessary. Revise to suit actual project conditions. Insert number of Phases and completion date(s) as required.

### The entire Project shall be constructed in ***Insert*** Phase(s). Work of these Phase(s) shall be substantially complete, ready for occupancy within ***Insert*** Calendar Days of commencement of the Work (the “**Contract Time**”).

NOTE: Example: Insert Phase number and brief description of the intent of the Phase as required. Repeat as required for each Phase.

### Phase **[Insert]** shall include the following portions of work, including all labor and material, shown on the drawings and/or as specified hereinafter. Work of this Phase shall be substantially complete, ready for occupancy within ***Insert*** Calendar Days of commencement of the Work. The intent of Phase **[Insert]** is to **[Insert]** and includes but is not limited to the following:

NOTE: Example: Insert a brief summary of work included in the various phases and list examples such as those indicated below. Repeat as required for each Phase.

#### **1. All work shown and specified for [insert specific project title here].**

#### **2. All Division 03 Concrete work (including precast concrete wall panels)**

#### **3. All Division 04 Masonry work**

#### **4. All Division 05 Metals work**

#### **5. All Division 31 Earthwork**

#### **6. All Division 32 Exterior Improvements**

#### **7. All Division 33 Utilities**

#### **8. All Mechanical and Electrical Work, materials and labor, as specified and/or as shown on the drawings as follows:**

##### **The installation of all underground utilities.**

##### **The installation of a complete and functional Boiler Room including all equipment.**

##### **The installation of a complete and functional chiller plant including all equipment.**

##### **The installation of the electrical generator. This equipment is to be set in place, but not made functional which will be accomplished under Phase [Insert].**

NOTE: Example: Insert Phase number and brief description of the intent of the Phase as required. Repeat as required for each Phase.

### Phase **[Insert]** shall include all work that is remaining in order to fully complete the entire project, including all labor and material, as shown on the drawings and/or as specified hereinafter. Work of this Phase shall be substantially complete, ready for occupancy within ***Insert*** Calendar Days of commencement of the Work. The intent of Phase **[Insert]** is to **[Insert]** and includes but is not limited to the following: **[Insert]**.

NOTE: Example. Insert a brief summary of work included in the various phases and list examples such as those indicated below. Repeat as required for each Phase.

#### **1. All work shown and specified for [insert specific project title here].**

#### **2. All Division 03 Concrete work (including precast concrete wall panels)**

#### **3. All Division 04 Masonry work**

#### **4. All Division 05 Metals work**

#### **5. All Division 31 Earthwork**

#### **6. All Division 32 Exterior Improvements**

#### **7. All Division 33 Utilities**

#### **8. All Mechanical and Electrical Work, materials and labor, as specified and/or as shown on the drawings as follows:**

##### **The installation of all underground utilities.**

##### **The installation of a complete and functional Boiler Room including all equipment.**

##### **The installation of a complete and functional chiller plant including all equipment.**

##### **The installation of the electrical generator. This equipment is to be set in place, but not made functional which will be accomplished under Phase [Insert].**

## 1.7 CONTRACTOR’S USE OF PREMISES

NOTE: This article specifies requirements that govern the Contractor's use of the premises. Retain paragraph below when the project is on a vacant site or in an unoccupied building being renovated. Revise if necessary. If paragraph is retained, delete or revise the remainder of the article if unusual project requirements exist.

### **A. General:** During the construction period the Contractor shall have full use of the newly constructed premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.

NOTE: Delete above and retain below if the site will be accessible to other parties, or if some parts of a building being renovated will be occupied during construction. Revise to suit specific project requirements such as designation and location of construction entrances, use of existing agency facilities such as parking, wetland protection, and contract limit boundaries.

### **B. Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

#### **Owner Occupancy:** Allow for Owner occupancy and use by the public of the existing facility.

#### The Contractor shall confine his operations including storage of materials, supplies, equipment, and apparatus to the areas bounded by the contract limits indicated and as directed in the Contract Documents.

#### Existing roads, drives, walks, and parking areas which are not within the contract limit line are to be kept free and clear at all times. All deliveries for the project are to enter the **[Insert]** property from **[Insert]**. The Contractor shall check all **[Insert]** roadways for accessibility and clearances for deliveries of all large material and equipment. The Contractor shall inform the Construction Administrator at least **seventy-two (72)** hours in advance of these deliveries so they can be coordinated with the Agency so appropriate traffic control, etc. can be provided. 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.

#### The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris and promptly remove from site.

#### Parking for the Contractor's employees will be limited to an area designated by the Construction Administrator, and the Contractor may be required to provide identification stickers for all employees' cars.

#### Special precautions shall be taken to protect all wetland areas designated to remain. Prevent any and all sediment, debris, or other materials from getting into these areas. Should any sediment, debris, or other materials get into these areas or if any damage occurs to the vegetation therein, the Contractor shall immediately contact the Construction Administrator for direction.

#### The Contractor shall comply with local working hour restrictions, unless specifically approved otherwise in writing by the Owner.

#### No signs, other than those approved by the Construction Administrator, will be visible on the premises.

### **Use of the Existing Building:** Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Note: Check with Agency special types of conditions. Contractor personnel are not allowed to use the Cafeteria or vending machines within the existing buildings unless authorized in writing by the agency.

NOTE: Insert additional paragraphs specifying specific limitations on a Contractor's use of an existing building. Describing restriction that might be required when work is performed on an existing occupied building. Insert Agency sexual harassment and fraternization policies as applicable.

## 1.8 OCCUPANCY REQUIREMENTS

NOTE: This Article contains paragraphs describing occupancy of the project during construction. It also describes partial occupancy before substantial completion. Modify as necessary

NOTE: Retain paragraphs below when the Agency will occupy the premises during construction. Modify as necessary.

### **A. Full Agency Occupancy During Construction:** The Owner reserves the right to allow the Agency to occupy the site and existing building during the entire construction period. Cooperate with the Agency during construction operations to minimize conflicts and facilitate Agency usage. Perform the Work so as not to interfere with the Agency's operations.

#### **1.** Provide adequate building and fire code egress from the buildings during the renovation process and/or as indicated on the Contract Documents. The Contractor will be responsible to maintain and protect egress ways during the construction sequence as required and/or indicated in the Contract documents. The Contractor shall be responsible for preparing egress plans for Owner approval and for DAS/CS Office of State Building Official and Office of State Fire Marshal for approval if required.

NOTE: Retain paragraph below when the Agency might occupy completed portions of the building prior to substantial completion. Modify to suit project requirements.

### **B. Partial Agency Occupancy:** The Owner reserves the right to allow the Agency to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

#### Should it become necessary or advisable, as the work nears finalcompletion, for the Agency to occupy a portion of the building prior to final acceptance, the Contractor shall cooperate in completing such areas and making same accessible.

#### The Construction Administrator will determine whether such occupancy or use is possible and, if so, will make arrangements for holding a job inspection with the DAS/CS Project Manager, Agency Representative, and Contractor.

#### A comprehensive list of items to be completed or corrected as issued by the Contractor, together with the status of completion and terms of occupancy, will be forwarded to the DAS/CS Project Manager by the Construction Administrator. A letter will be issued by the DAS/CS Project Manager and Contractor to Construction Administrator granting such occupancy and will state the terms and conditions of occupancy.

#### Prior to partial Agency occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Agency will operate and maintain mechanical and electrical systems serving occupied portions of the building.

NOTE: For Paragraph below review Section 01 29 76 Progress Payment Procedures that also uses “Certificate of Substantial Completion” for Final Payment, carefully coordinate the sections.

#### The Architect will prepare a “Certificate of Substantial Completion” for each specific portion of the Work to be occupied prior to Agency occupancy. Use the “Certificate of SubstantialCompletion” form as required by the Owner and forward the Certificate to the DAS/CS Office of State Building Inspector for a Certificate of Occupancy and obtain the same after his review and approval.

NOTE: Retain either paragraph dependent on whether project does not exceed threshold limits or project exceeds threshold limits Agency will occupy portions of building during construction. Delete non-applicable paragraph.

For projects that do not exceed the threshold limit:

#### **6.** The DAS/CS Project Manager will request a signed “Certificate of Compliance” from Commissioner of the Department of Administrative Services, Architect, and Contractor, if required.

#### **OR:**

OR

NOTE: For projects that exceed the Threshold limit and/or are CSUS 2020 Projects.

#### **6.** The DAS/CS Project Manager will request a signed “Certificate of Compliance” from the Architect and Contractor, and forward the Certificate to the Office of State Building Inspector for a Certificate of Occupancy and obtain the same after his review and approval.

NOTE: Retain paragraphs below to describe procedures and requirements necessary before partial occupancy of portions of the project. Modify as necessary.

#### A letter from the DAS/CS Project Manager to the Agency Representative with copy to the Contractor granting occupancy will state the terms and conditions of occupancy and that fire insurance coverage has been requested, the effective date of which will indicate to the Contractor that they may cancel fire insurance coverage for that portion of the project.

#### Upon occupancy, the Agency will assume responsibility for maintenance and custodial service for occupied portions of the building.

#### **Work after Partial Agency Occupancy:**

##### For all work to complete the area occupied, warranty work, the balancing and Commissioning (Cx) of systems, repair of latent defects and adjustments after partial occupancy, the Contractor is responsible for all costs associated with working in occupied buildings.

### **NOTE:** Retain paragraphs below when the Agency will occupy building after construction. Modify as necessary.

**C. Agency Occupancy:**

1. The Construction Administrator will determine whether such occupancy is possible and, if so, will make arrangements for holding a job inspection with the DAS/CS Project Manager, Agency Representative, and Contractor.
2. A comprehensive list of items to be completed or corrected as issued by the Contractor, together with the status of completion and terms of occupancy, will be forwarded to the DAS/CS Project Manager and the Contractor by the Construction Administrator. A letter will be issued by the DAS/CS Project Manager and Contractor to Construction Administrator granting such occupancy and will state the terms and conditions of occupancy.
3. Prior to Agency occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Agency will operate and maintain mechanical and electrical systems serving occupied portions of the building.
4. The Architect will prepare a **“**Certificate of Substantial Completion” for the Work to be occupied prior to Agency occupancy. Use the “Certificate of SubstantialCompletion” form as required by the Owner.

NOTE: Retain either paragraph dependent on whether project does not exceed threshold limits or project exceeds threshold limits Agency will occupy portions of building during construction. Delete non-applicable paragraph.

For projects that do not exceed the threshold limit:

#### **5.** The DAS/CS Project Manager will request a signed “Certificate of Compliance” from Commissioner of the Department of Administrative Services, Architect, and Contractor, if required.

#### **OR:**

OR

NOTE: For projects that exceed the Threshold limit and/or are CSUS 2020 Projects.

#### **5.** The DAS/CS Project Manager will request a signed “Certificate of Compliance” from the Architect and Contractor, and forward the Certificate to the Office of State Building Inspector for a Certificate of Occupancy and obtain the same after his review and approval.

**NOTE:** Retain paragraphs below to describe procedures and requirements necessary before Agency occupancy of the project. Modify as necessary.

1. A letter from the DAS/CS Project Manager to the Agency Representative with copy to the Contractor granting occupancy will state the terms and conditions of occupancy and that fire insurance coverage has been requested, the effective date of which will indicate to the Contractor that they may cancel fire insurance coverage for the project.
2. Upon occupancy, the Agency will assume responsibility for maintenance and custodial service for occupied portions of the building.
3. **Work after Agency Occupancy:**

##### **8.1** For all work to complete the occupied building, warranty work, the balancing and commissioning of systems, repair of latent defects and adjustments after occupancy, the Contractor is responsible for all costs associated with working in occupied buildings.

NOTE: Retain paragraph if the Agency will NOT occupy the building until after substantial completion is achieved.

### **D. No Occupancy:** Agency will not occupy the building or any completed portions thereof prior to Substantial Completion of the Work.

## 1.9 PRODUCTS ORDERED IN ADVANCE

NOTE: The article below is an example of a requirement that best described in this section. Delete if the owner does not preorder products or equipment.

### **A. General:** The Owner has negotiated purchase orders with suppliers of material and equipment to be incorporated into the Work. The Owner has assigned these purchase orders to the Contractor. Costs for receiving handling and storage, and installation are included in the contract sum.

#### **1.** The Contractor’s responsibilities are the same as if the contractor negotiated the purchase orders. If necessary, the Contractor shall renegotiate purchase and execute final purchase-order agreements.

#### **2.** A “Schedule of Products Ordered in Advance” is included at the end if this section.

## 1.10 OWNER-FURNISHED PRODUCTS

NOTE: This article defines the responsibilities of the owner and the contractor for owner-furnished items.

Retain paragraph below where the owner furnishes products for a project. Give brief description of Owner furnished products such as equipment, and material and/or are indicated in the Contract Documents.

### **A.** The Owner may furnish various products such as **[Insert]** and/or as indicated in the construction documents. The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections.

NOTE: Retain subparagraphs on all projects with furnished products such as equipment, and material.

#### The Owner will arrange for and deliver necessary shop drawings, product data, and samples to the Contractor.

#### The Owner will arrange and pay for delivery of Owner-furnished items according to the Contractor's Construction Schedule.

#### Following delivery, the Owner will inspect items delivered for damage.

#### If Owner-furnished items are damaged, defective, or missing, the Owner will arrange for replacement.

#### The Owner will arrange for manufacturer's field services and for the delivery of manufacturer's warranties to the appropriate Contractor.

#### The Contractor shall designate delivery dates of Owner-furnished items in the Contractor's Construction Schedule.

#### The Contractor shall review shop drawings, product data, and samples and return them to the Architect noting discrepancies or problems anticipated in use of the product.

#### The Contractor is responsible for receiving, unloading, and handling Owner-furnished items at the site.

#### The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

## 1.11 MISCELLANEOUS PROVISIONS

NOTE: This Article is for general Miscellaneous provisions.

### **Examination of Site:**

#### It is not the intent of the Documents to show all existing conditions. All Contractors and Subcontractors are advised to attend the Pre-Bid Meeting prior to submitting their Bid Proposals. This is the only official opportunity to visit and examine the site with the Owner, Agency, Architect, Engineer and Construction Administrator.

#### The Contractor should investigate and satisfy himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the Work. The Contractor should further satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to acquaint himself with the available information shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.

NOTE: Revise the subparagraph below and insert appropriate text for the project or delete entirely if not required. Specify the location of the Test Reports.

#### If tests have been done for Asbestos Containing Material (ACM), Lead-Based Paint (LBP) Containing Material, Polychlorinated Biphenyls (PCBs) in Building Materials and/or Mold, then the results are referenced in **Section 00 30 00 Available Information and provided in Division 50 00 00 Project-Specific Available Information**. See **Section 01 35 16 "Alteration Project Procedures"** for **removal responsibility** and additional information.

#### If tests have been done for Contaminated Soils and/or Contaminated Groundwater, then the results are referenced in **Section 00 30 00 Available Information and provided in Division 50 00 00 Project-Specific Available Information**. See **Section 01 35 16 "Alteration Project Procedures"** for **removal responsibility** and additional information.

#### **5.** If tests have been done for Work Involving Hazardous Materials, Wastes, and Items and Universal Wastes (Including Products Containing Persistent Bioaccumulative Toxic Chemicals” [PBTs] such as PCBs, Di-2-ethylhexyl Phthalate [DEHP], and Mercury), the results are referenced in **Section 00 30 00 Available Information** **and provided in Division 50 00 00 Project-Specific Available Information**. See **Section 01 35 16 "Alteration Project Procedures"** for **exposure limits and removal responsibility**.

#### **6. Subsurface Geotechnical Investigations:**

##### **a.** If Boring logs have been prepared for the site of this work they are in the Contract Documents.

NOTE: Specify the location of the Reports.

##### **b.** If Geotechnical Reports(s) have been prepared for this project they are referenced in **Section 00 30 00 Available Information and provided in Division 50 00 00 Project-Specific Available Information**.

###### The Contractor must interpret the Geotechnical Report (s) according to his own judgement and acknowledges that he is not relying upon the data as accurately describing the subsurface conditions which may be found to exist.

###### The Contractor further acknowledges that he assumes all risk contingents upon the nature of the subsurface conditions, which shall be actually encountered by him in performing the Work of this Contract.

###### The Contractor should visit the site and become acquainted with all existing conditions and may make their own subsurface investigations to satisfy themselves as to the subsurface conditions. Such investigations shall be conducted only under time schedules and arrangements approved in advance by the Owner.

###### **7.** No attempt has been made to locate hazardous material associated with existing site utilities, though it is presumed that at least some asbestos may be discovered associated with underground piping during the course of site and site utilities work. If and when such materials appear, the Contractor shall notify the Owner, who shall direct additional work outside of this Contract to assist in cutting up and disposing of same. The Contractor shall assist the hazardous materials contractor(s) with excavating, heavy lifting, and the like at no additional cost to the Owner.

### **Pre-Bid Meeting:**

### A Pre-Bid Meeting and tour of the site will be conducted as scheduled in Division 00 Section 00 11 16 “Invitation to Bid”. This scheduled meeting is the only official opportunity for the bidders to tour the site with the Owner, Architect, Engineer, Construction Administrator, and Agency.

### **Project Documents:**

#### The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the work of this Project.

#### Throughout the Technical Specifications, the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 816, current edition including any interim and supplemental specifications are referenced. Where so referenced the requirements set forth therein are applicable and made a part hereof. Copies of Form 816 are available from the Connecticut Department of Transportation at a nominal charge.

1. **Site Logistics Plan(s):** Site Logistics Plan(s) for this Project are in the Contract Documents. The Site Logistics Plan(s) describe in detail the proposed use of the Site and Building, both inside and outside the Contract Limit Area.

**NOTE:** Coordinate this section with Section 01 31 00, Project Management And Coordination, 1.5 Submittals, A, (4). Insert summary of Site Logistics Plan(s) here. Examples of types of Site Logistics Planning issues are shown below. Edit the following examples as required for this specific Project.

1. **Related Section:** Section 01 31 00 “Project Management and Coordination”, 1.5 Submittals, A, (4).
2. The **Site Logistics Plan(s)** include, but are not be limited to the following information:

**a. phasing requirements;**

**b. proposed vehicle and equipment access routes;**

**c. locations of proposed staging/lay-down and storage areas, utility connections;**

**d. utilization of maintaining al least one elevator in use at all times;**

**e. occupant access to the elevator during construction;**

**f. delivery access of materials, handicap access;**

* 1. **building egress, proposed pedestrian traffic flows in the interior and exterior of the building;**
  2. **temporary access-ways;**
  3. **office trailer and dumpster locations;**
  4. **location of perimeter construction fencing and gates;**
  5. **other protection measures around and in the building(s);**
  6. **temporary partitions, proposed pedestrian traffic flows around and in each building;**
  7. **proposed building access points;**
  8. **proposed protection measures for trees, shrubs and plantings, interior access-ways;**
  9. **coordination of activities that relate to building occupants and other field applied measure to protect and coordinate the work including any relocation of utilities.**

#### **E. Scope Review:**

#### Prior to signing a Contract with the State, DAS/CS will conduct a full scope review with the apparent Low Bidder to ensure that all of the requirements have been included within the bid. This scope review will highlight all of the specific requirements of the project, a review of the DAS/CS procedures and all of the Technical sections of the contract documents.

#### This process will ensure that all of the scope of work included in the contract documents has indeed been included.

#### **F. Specifications, Drawings, and Electronic Data Storage Devices Furnished:**

#### The Contractor shall receive **one (1) set** of **Portable Document Format (PDF, latest version) Conformed Bid Documents** (incorporating all Addendum changes made to the Contract Documents during the official Bid Period) on Electronic Data Storage Devices on or about the time of execution of the Contract, free of charge from the Architect. If additional copies are wanted, they will be available at the direct additional cost of their reproduction, to the Contractor.

#### The Contractor shall receive **one (1)** set of **AutoCAD compatible (latest version) Conformed Set of Floor Plans** (incorporating all Addendum changes made to the Contract Documents during the official Bid Period) on Electronic Data Storage Devices at no cost on or about the time of execution of the Contract from the Architect. Additional sets of AutoCAD compatible (latest version) Floor Plans on Electronic Data Storage Devices from the Architect shall be available at the cost of their reproduction, to the Contractor.

### **G. Construction Responsibility:**

#### The Contractor shall be responsible for his construction means, methods, techniques, sequences, and procedures employed in the performance of his work and shall have full responsibility for his failure to carry out any part of his work in accordance with the Contract Documents.

Overtime: NOTE: Define any work required outside normal working hours. Approval from the Owner is required.

### **H.** **Overtime Requests:**

### **1.** The Contractor shall request approval from the Owner to work overtime. Said request shall be made **forty eight (48) hours** in advance. All costs for overtime are included in the Contract Sum as stated in Division 00 Section 00 41 00 "Bid Proposal Form."

### **I. Project Management Software:**

NOTE: Verify use of Project Management Software with DAS/CS Project Management for all projects. Edit this section as appropriate for the needs of the specific project. Delete entire section for projects that are not required to use Project Management Software.

#### DAS/CS is using Project Management Software (similar to PMWeb or eBuilder) for this project.

1. The Contractor is required to utilize the specified Project Management Software for the duration of this project and shall provide all project information via this Project Management Software. This includes, but is not limited to contracts, applications for payment, change orders, change order proposals, requests for information, etc.
2. The DAS/CS Project Manager **[or the Construction Administrator (CA)]** shall arrange for training. This training is for the Contractor’s Staff, the DAS/CS Project Manager, the Construction Administrator, the A/E, and their representatives.
3. DAS/CS will be establishing a project specific email “file” address for this project. The Contractor shall send an electronic “file” copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.

#### The Contractor is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DAS/CS Project Manager and the project specific email “file” address. The hard copy of the wet signature documents shall be transmitted as directed by the DAS/CS Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, closeout documentation, etc.

**J.** **Subcontractor Performance Evaluations:**

**1.** Pursuant to C.G.S. Sec. 4a-101, the Contractor shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of one million dollars ($1,000,000.00). The Contractor shall complete and submit to DAS/CS evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The Contractor acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute, result in a delay in project funding and, consequently, payment to the Contractor. The Contractor agrees to indemnify and hold the State harmless from any loss, damage, or expense that results from or is caused by the Contractor’s failure to complete and submit the evaluations to DAS/CS in accordance with this provision.

# PART 2 - PRODUCTS (Not Applicable)

# PART 3 - EXECUTION (Not Applicable)

NOTE: If products ordered in advance are included in the project, insert a schedule.

END OF SECTION 01 11 00