



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

**Community Development Block Grant Disaster Recovery
Program (CDBG-DR)**

**Owner Occupied Rehabilitation and Rebuilding Program
(OORR)**

BID PACKAGE

For

Rehabilitation/Reconstruction work to:

Maciag Residence

9 Derby Ave

Milford, CT 06460

DTC

2321 Whitney Avenue, Suite 301

Hamden, CT 06518

203-239-4200

Project #:1405



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Section 1

ADVERTISEMENT FOR BIDS

Project: Maciag Residence

DOH # 1405

The State of Connecticut Department of Housing (DOH) is seeking proposals through a Request for Proposal (RFP) process for the rehabilitation, reconstruction and/or mitigation of residential structures damaged by Superstorm Sandy in compliance with all applicable local, federal, and state statutory requirements with special attention paid to requirements for Community Development Block Grants under the United States Department of Housing and Urban Development (“HUD”) Disaster Recovery grant program.

Separated sealed bids for **Rehabilitation/Reconstruction work to Maciag Residence, 9 Derby Ave., Milford, CT 06460; Project #1405** will be received by **DTC, 2321 Whitney Avenue, Hamden, CT 06518** until **4:00** o'clock PM on **March 15, 2017** and then at said office publicly opened and read aloud.

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents may be examined on the Department of Housing Hurricane Sandy Recover website at www.ct.gov/doh and click on the “Hurricane Sandy” link, and Advertisement for Bids.

DOH reserves the right to waive any informalities or to reject any or all bids. Contractor to hold bid amount for 180 days, DOH has 90 days to award project; after award, allow contractors to increase costs 3% per annum and prorated monthly if contracts are not signed within 90 days.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information to Bidders.

Attention to bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wages rates to be paid under the contract (if applicable), Section 3, Segregated Facilities, Section 109 and E. O. 11246.

INFORMATION FOR BIDDERS

Receipt and Opening of Bids:

The State of Connecticut Department of Housing (herein called the "DOH"), invites bids on the form attached hereto, all blanks of which must be appropriately filled. Bids will be received by DOH at the office of DTC, 2321 Whitney Avenue, Hamden, Connecticut 06518 until **4:00** o'clock PM on **March 15, 2017**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to **DTC, 2321 Whitney Avenue, Hamden, Connecticut 06518** and designated as **Bid for Maciag Residence, 9 Derby Ave, Milford, Connecticut 06460 – Project Number 1405.**

DOH may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement there considered. NO bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

Mandatory Walk Through: All bidders must attend a mandatory walk through of the property designated above. The date and time of the walk through is set for **10:00 AM on February 27, 2017.**

Preparation of Bids:

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid process must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

1. Must be acceptable to the DOH after verification by the State of the current eligibility status; and,
2. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontractor award cannot be given by the DOH unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised

of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Method of Bidding: DOH invites the following bid(s):

Qualifications of Bidder: The DOH may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the DOH all such information and data for this purpose as the DOH may request. The DOH reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the DOH that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The State's set Contractor Prequalifications are listed in Exhibit G and also are available at the Department of Housing's Hurricane Sandy Recovers website www.ct.gov/doh/ and click on the "Hurricane Sandy" link.

Bid Security: Each bid must be accompanied by an irrevocable letter of credit from the bank, certified check, or bank cashier's check in the amount not less than five percent (5%) of the bid. Bid bonds may be accepted as bid security. Such checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, or checks will be returned promptly after DOH and the accepted bidder have executed the contract, or opening of bids, upon demand or the bidder at any time thereafter, so long as he/she has been notified of the acceptance of his/her bid.

Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provision of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: Richard Morse, Project Manager at DTC, richard.morse@teamdtc.com and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be forwarded by electronic mail and posted on DOH's Hurricane Sandy website to all prospective bidders (at the respective email addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General

Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the DOH.

Performance and Payment Bonds: A performance and payment bond will be required of the successful bidder (contractor) for 100 percent of the contract price on contracts over \$100,000.

Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder's timetable for completion of the contract.

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Inspection and testing of materials
2. Insurance requirements
3. Wage rates (if applicable)
4. State allowances

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Method of Award-Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the DOH as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the DOH may reject all bids or may award the contract on the base bid combined with such deductible alternatives applied in numerical order in which they are listed in the Form of Bids, as produces a net amount which is within the available funds.

If the homeowner wishes to select a prequalified bidding contractor other than the lowest and most responsible bidder, said owner is responsible for paying the difference between the lowest bidder and their chosen bidder from their own financing.

Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

1. Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of

the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No 75, Saturday, April 17, 1971.

2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BID SUBMISSION CHECKLIST

Project # _____

- BID FORM COMPLETE** ()
- ACKNOWLEDGEMENT of BIDDER COMPLETE** ()
- BID SECURITY**
 - N/A** ()
 - Credit Letter** ()
 - Bid Bond** ()
- AFFIDAVIT of NON-COLLUSION** ()
- BIDDER'S ELIGIBILITY** ()
- GENERAL BIDDER CERTIFICATION** ()
- SUBCONTRACT BIDDER CERTIFICATION** ()
- SUBCONTRACTOR IDENTITY** ()
- CONTRACT SCHEDULE** ()
- SPECIFICATION REQUIRED BID SUBMISSIONS**
 - N/A** ()
 - ABATEMENT WORK PLANS** ()
 - OTHER** ()

Bidder's Name: _____

Authorized Officer: _____

(Signature) (Date)

(Print Name) (Title/Position)

BID FORM

The undersigned, being familiarized with the local conditions affecting the cost of the work and with the Drawings, Specifications, Invitation to Bidders, Instructions to Bidders, General Conditions, Bid Form, Form of Contract and Form of Bonds for Project No. #1405 and Addenda No. _____ and _____ thereto, as prepared by DTC, Hamden, Connecticut, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment, and related items required for the rehabilitation and reconstruction including general construction, site improvements, plumbing, heating, electrical, and finish items for said Project No. #1405 located at 9 Derby Ave., in Milford, State of Connecticut, all in accordance with the Drawings and Specifications, for the sum of:

Written Words	Dollars (\$ _____)
Written Words	
<u>BREAKDOWN OF BID PRICES</u>	<u>Dollars and Cents</u>
General Construction	\$ _____
Asbestos Remediation	\$ N/A
Mold Remediation	\$ _____
Selective Demolition	\$ _____
Concrete Work	\$ _____
Carpentry & Framing	\$ _____
Insulation, Weather Barriers, & Sealants	\$ _____
Siding	\$ _____
Doors	\$ _____
Wallboard Assemblies	\$ _____
Finishes and Painting	\$ _____
Mechanical & Plumbing	\$ _____
Electrical	\$ _____
Site Work	\$ _____
Sum: (Being inclusive of all the work and equal to the Sum as stated above)	\$ _____

Maciag Residence

Project # 1405

UNIT PRICE PROPOSALS

The undersigned bidder further proposes and agrees that should any or all of the following UNIT PRICES be accepted and included in the Contract, the amount of the Base Bid, as heretofore stated, shall be adjusted by the amount stated for each UNIT PRICE in accordance with the Sections 012200 UNIT PRICES and 012100 ALLOWANCES. All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be in-place prices.

Unit Price

No. 1: New GFCI Duplex Receptacle (EA)

	\$	
Words		Dollars

The undersigned agrees to commence the work on a date to be specified in the contract and to complete such work within 120 consecutive calendar days.

The undersigned agrees that if within the period of thirty (30) calendar days after the opening of bids, or when extended to the next work day immediately following said period, notice of the acceptance of this bid shall be mailed, or delivered to him/her at the business address given below, or at any time thereafter before this bid is withdrawn, _____, will within fifteen (15) calendar days thereafter deliver to DOH, where directed, a contract properly executed in such number of counterparts as may be required by said DOH, on the forms annexed, with such changes therein as shall have been made by the DOH, prior to the time named for delivery of this proposal, together with a 100% Performance Bond of a Surety Company, which Surety must be authorized to transact business in the State of Connecticut, and duly qualified therefore, and in the form constituting part of the Specification and a letter indicating those Small/Minority Business Enterprises that will perform work and/or provide materials, equipment or services as part of the contract.

In submitting this bid, it is understood that the right is reserved by the abovementioned DOH to reject any and all bids; and it is agreed that this bid may not be withdrawn for a period of thirty calendar (30) days from the date of bid opening or until the next work day immediately following said period if such period ends on weekend or a State holiday.

Security in the sum of _____ Dollars (\$ _____)

in the form of _____ is submitted herewith in accordance with the Specifications.

The undersigned bidder agrees to comply with the Section 3 plan included herein and all Federal requirements pertaining to conditions of employment to be observed and minimum wage rates to be paid under the contract, Segregated Facilities, Section 109 and Executive Order 11246.

Maciag Residence

Project # 1405

Attached hereto is an affidavit, in proof that the undersigned has not entered into any collusion with any person in respect to this proposal, or any other proposal, or the submitting of proposals for the above Project. Also attached is a statement of contractor's qualifications, Certification of

Maciag Residence

Project # 1405

Bidder Regarding Equal Employment Opportunity, Certification of Bidder Regarding Section 3 and Segregated Facilities.

Date

Firm Name

Address

By: _____

Title: _____

(Bank Letterhead)

BID SECURITY

IRREVOCABLE LETTER OF CREDIT

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$_____ (five percent of the amount of the bid) in the event _____ withdraws its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely to indemnify the DOH against loss or damage suffered by it resulting from any act or omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of the documentation specified and presented to this office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project_____ has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank and the DOH.

Sincerely yours,

President

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against DOH or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No. _____

Location _____

Signature

Name and Title

Date

(Signature should be notarized.)

BIDDER'S CERTIFICATION OF ELIGIBILITY

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government or HUD; or,
- (2) Participate in HUD programs pursuant to 24 CFR part 24.

(Name of Bidder)

(Address)

BY: _____

Title: _____

NOTE: This certification is a material representation of fact upon which reliance is placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal programs.

CERTIFICATION OF GENERAL BIDDERS ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date: _____

Name of General Bidder

By _____

Signature

Print name and Title

Business Address

Street Address City and State

OSHA-10 OSHA-10

CERTIFICATION OF SUB- BIDDERS (IF ANY) ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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 the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupation Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date _____

Name of Sub-bidder

By _____

Signature

Print Name and Title

Business Name

Street Address, City and State

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as
Principal, and _____ Surety, are hereby held and firmly bound
unto _____ as DOH in the penal sum of
_____, for the payment of which, well and truly
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns. Signed this _____ day of _____, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with the Bid) and shall furnish a bond for this faithful performance of said contract, and for the payment of all person performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any or all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time which the DOH may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S)
Principal

Surety

SEAL

By: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we,

_____, as

PRINCIPAL, and _____, as SURETY,

are held firmly bound unto _____

_____ hereinafter called the DOH, in

the penal sum of _____

_____ (\$ _____), for the
payment

of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, Principal has entered into a certain Contract with DOH, dated _____, a copy of which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall fully indemnify DOH for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of DOH shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

Secretary of the corporation
named as Principal in the foregoing bond; that _____,
who signed the bond on behalf of the Principal, was then _____
of said corporation; that I know his/her signature thereto is genuine; and that said bond was
fully signed, sealed, and attested for and in behalf of said corporation by authority of its
governing body.

SUBCONTRACTOR IDENTIFICATION

(Provide additional forms for more subcontractors, as needed prior to execution.)

This form is a part of your bid package and must be submitted along with the itemized and formal bid forms at the time of the bid opening. Failure to submit a completed document could result in the disqualification of your bid.

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: \$_____ Full Contract Price: \$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes _____ No _____

Race: (Please check one)

- | | |
|---|---|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Alaskan Native |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> Hasidic Jew |
| <input type="checkbox"/> Asian/Pacific American | |

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: \$_____ Full Contract Price: \$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes _____ No _____

Race: (Please check one)

- | | |
|---|---|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Alaskan Native |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> Hasidic Jew |
| <input type="checkbox"/> Asian/Pacific American | |

Name of Subcontractor: _____

Address: _____

Trade: _____

Hourly Wage: \$_____ Full Contract Price: \$_____

Federal Tax# or SSN #: _____

Male Owned Business _____ Female Owned Business _____

Is he/she of Hispanic or Latino ethnicity? Yes _____ No _____

Race: (Please check one)

- | | |
|---|---|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Alaskan Native |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> Hasidic Jew |
| <input type="checkbox"/> Asian/Pacific American | |

Contractor's Signature

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F R 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name and address of Bidder (include zip code)

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 YES NO
 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 YES NO
 3. Bidder has filed all compliance reports due under applicable instructions, including SF.100.
 YES NO NOT REQUIRED
 4. Have you ever seen or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 YES NO

NAME AND TITLE OF SIGNER (Please type.)

SIGNATURE

DATE

CERTIFICATION OF BIDDERS REGARDING SECTION 3 AND SEGREGATED FACILITIES

Project Name:

Project No:

Name of Prime Contractor:

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000.00)
3. No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)

Signature

Date

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within the _____.

- A. To ascertain from the DOH the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plans.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, wherever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified or pending subcontractural opportunities
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____

We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature Title Date

Loans, grants, contracts and subsidies for less than \$100,000.00 will be exempt.

Table B

Estimated Project Workforce Breakdown

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
Job Category	Total Estimated Population	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to be filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
Total				

**Lower Income Project Area Residents. Individuals residing within the project area whose family income does not exceed 80% of the area median income in the SMSA.*

Company

Green Building Standards Checklist

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

WATER AND ENERGY CONSERVATION MEASURES

- Water-Conserving Fixtures**
Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]
- ENERGY STAR Appliances**
Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.
- Air Sealing: Building Envelope**
Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.
- Insulation: Attic** (if applicable to building type)
For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.
- Insulation: Flooring** (if applicable to building type)
Install \geq R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.
- Duct Sealing** (if applicable to building type)
In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.
- Air Barrier System**
Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.
- Radiant Barriers: Roofing**
When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.

- Windows**
When replacing windows, install geographically appropriate ENERGY STAR rated windows.
- Sizing of Heating and Cooling Equipment**
When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.
- Domestic Hot Water Systems**
When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.
- Efficient Lighting: Interior Units**
Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.
- Efficient Lighting: Common Areas and Emergency Lighting** (if applicable to building type)
Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; **OR** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.
- Efficient Lighting: Exterior**
Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; **OR** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; **OR** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY

- Air Ventilation: Single Family and Multifamily** (three stories or fewer)
Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.
- Air Ventilation: Multifamily** (four stories or more)
Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.
- Composite Wood Products that Emit Low/No Formaldehyde**
Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

- Environmentally Preferable Flooring**

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.
- Low/No VOC Paints and Primers**

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]
- Low/No VOC Adhesives and Sealants**

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.
- Clothes Dryer Exhaust**

Vent clothes dryers directly to the outdoors using rigid-type duct work.
- Mold Inspection and Remediation**

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.
- Combustion Equipment**

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.
- Mold Prevention: Water Heaters**

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.
- Mold Prevention: Surfaces**

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.
- Mold Prevention: Tub and Shower Enclosures**

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.
- Integrated Pest Management**

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]
- Lead-Safe Work Practices**

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.
- Radon Testing and Mitigation** (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465.

Section 2: General Conditions for Construction Contracts

Based on HUD form 5370

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by DOH to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When DOH uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between DOH and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor (when applicable), any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by DOH to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of DOH in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with DOH to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "DOH" means the State Department of Housing including the Commissioner, or any other person designated to act on its behalf.
- (g) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to DOH, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to DOH for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (h) "Grantee" means the State of Connecticut Department of Housing (DOH).
- (i) "Homeowner" means the owner(s) of the real property for which project is taking place and is a party to the contract.
- (j) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (k) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the Homeowner pursuant to the clause entitled Access to the Premises Section 5.3 of Homeowner Rehabilitation Agreement herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of DOH.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save DOH, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on Homeowner premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Homeowner and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The

Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to DOH which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

DOH may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with DOH employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by DOH employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Upon scheduling of the contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of DOH, its Architect, and other interested parties convened by DOH. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. DOH or its Architect will provide the Contractor with the date, time, and place of the conference.

- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice. Such notice shall not be prior to the homeowners three (3) day Notice of Cancellation period.

6. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself 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, including all exploratory work done by DOH, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to DOH.
- (b) DOH assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by DOH. Nor does DOH assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in the contract.

7. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to DOH within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the

contract modified in writing accordingly.

- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

8. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to DOH by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. DOH may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate DOH's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of DOH for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by DOH and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

9. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of DOH right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.

4821-4846) as implemented by 24 CFR Part 35, HUD's Lead Safe Housing Rule and EPA's Repair Renovation, and Painting Rule at 40 CFR.80 Subpart E.

10. Permits and Codes

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(a) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where DOH can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

11. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as DOH, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the Homeowner in the condition and at the time required by the specifications.

13. Availability and Use of Utility Services

- (a) The Homeowner shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by DOH, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

14. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless

- operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless DOH from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which DOH may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

15. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to DOH. The

temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

16. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

17. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

18. Green Building Standards

DOH will require that all replacement of residential properties, including reconstruction and new construction of substantially damaged properties meet the Enterprise Green Communities Standard.

For those buildings that are non-substantially damaged, DOH will require that they be rehabilitated following the HUD CPD Green Buildings Retrofit Checklist. The requirement for rehabilitation is that to the extent possible strive to meet the checklist standard where there are Energy Star, Water Sense and Federal Management Program-designed products available.

DOH strongly encourages the use of green infrastructure techniques to mitigate against storm water run-off and flooding and incorporate EPA's Green Infrastructure resources to the extent feasible.

19. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

- (1) "Acceptance" means the act of an authorized representative of DOH by which DOH approves of the work performed under this contract. Acceptance may be partial or complete.

"Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

- (1) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to DOH inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) DOH inspections and tests are for the sole benefit of DOH and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of DOH after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of DOH inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. DOH may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. DOH shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) DOH may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by DOH not to conform to contract requirements, unless DOH decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, DOH may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of DOH, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, DOH considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its

subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, DOH will promptly arrange for the inspection. Unless otherwise specified in the contract, DOH shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or DOH's right under any warranty or guarantee.

20. Use and Possession Prior to Completion

- (a) If applicable, the Homeowner may have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Homeowner intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Homeowner's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Homeowner has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the Homeowner's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the Homeowner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

21. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

22. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **one year** from the date of final acceptance of the work. If the Homeowner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the Homeowner takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Homeowner-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, DOH shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the homeowner; and,
 - (3) Enforce all warranties for the benefit of the homeowner.
- (g) In the event the Contractor's warranty under paragraph(a) of this clause has expired, the homeowner may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the homeowner nor for the repair of any damage that results from any defect in DOH furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract 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 its obligation other than specifically to correct the work.
- (j) This warranty shall not limit DOH's/Homeowner's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

Administrative Requirements

23. Contract Period

The Contractor shall complete all work required under this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

24. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

25. Payments

- (a) DOH/Homeowner shall pay the Contractor the price as provided in this contract.
- (b) DOH shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. DOH may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to DOH. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on AIA forms provided by DOH, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish lien waivers and labor releases as good and

sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said contractor.

- (f) Except as otherwise provided in State law, DOH shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, DOH may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, DOH shall reinstate the five (5) percent retainage until such time as the Contracting Officer determines that performance and progress are satisfactory. Retainage will be released 90 days after project completion.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of DOH's/Homeowner's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Homeowner.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the Homeowner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of DOH/Homeowner to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of DOH in the course of their employment, the Contractor shall restore such damaged work without cost to DOH/Homeowner and to seek redress for its damage only from those who directly caused it.
- (i) DOH shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against DOH/Homeowner arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and

supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

- (k) DOH shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of DOH to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

26. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in DOH/homeowner's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of DOH prior to its issuance (e.g., a change order that exceeds DOH's approved threshold), such modification shall not be effective until the required approval is received by DOH.

27. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on

defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which DOH is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph(b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net- change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no

change shall be made by the Contractor without a prior order from the Contracting Officer.

28. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of DOH/Homeowner.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment may be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (b) A claim under this clause shall not be allowed without prior written approval of the Contracting Officer.

29. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.
- (d) A claim by the Homeowner against the Contractor shall be subject to a written decision by the Contracting Officer.
- (e) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless

the Contractor (1) appeals in writing to a higher level in DOH in accordance with DOH's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

- (g) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

30. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, DOH may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DOH/Homeowner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DOH/Homeowner in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of DOH or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with DOH, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (5 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(b) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of DOH.

31. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor may pay to DOH as liquidated damages, the sum of \$100.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due DOH. The Contractor remains liable for damages caused other than by delay.

(b) If DOH terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned DOH in completing the work.

(c) If DOH does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

32. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of DOH/Homeowner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, DOH/Homeowner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by DOH of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by DOH to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until DOH or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to DOH/Homeowner; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

33. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from DOH/Homeowner under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

34. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish DOH with certificates of insurance listing DOH and the Homeowner as additionally insured A.T.I.M.A. showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

(4) Cargo Insurance in the amount of \$250,000 is required when the project involves raising the structure above the Base Flood Elevation.

(b) Before commencing work, the Contractor shall furnish DOH with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor, the Homeowner and DOH as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by DOH shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is

accepted by DOH. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by DOH. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the Homeowner. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the Homeowner's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located with a minimum Best rating of A-. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

35. Subcontracts

- (a) Definitions. As used in this contract -
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and DOH or between the subcontractor and HUD.

36. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

37. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contracting or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

38. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for

each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

39. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

40. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of DOH, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which DOH was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

41. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the

entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

42. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save DOH/Homeowner harmless from loss on account thereof; except that DOH shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

43. Examination and Retention of Contractor's Records

- (a) DOH, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which DOH, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

44. Labor Standards - Davis-Bacon and Related Acts

Except for housing rehabilitation/reconstruction projects designed to contain fewer than eight (8) units, if the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) **Minimum Wages.**
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than

those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof (if applicable), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. If applicable, such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers (if applicable).

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its

designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily

and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
 - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
 - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or

criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of

the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and DOH, HUD, the U.S.

Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions

45. . Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL- recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

46. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was within a Federal agency or a State agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SCOPE

- A. The scope of the work includes all work for storm damage repairs and renovations as depicted and described in the plans and the specifications.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Specification and drawing conventions.
 - 6. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: Rehabilitation work to Maciag Residence, OORR Project Number 1405.
 - 1. Project Location: 9 Derby Avenue, Milford, CT.
- B. Owner: Johanna Maciag, 9 Derby Avenue, Milford, CT.
- C. State of Connecticut Department of Housing Representative
 - 1. Owner's Representative: Mark Gorka, State of Ct. DOH Contract Administrator.
- D. Architect/Engineer: DTC, 2123 Whitney Avenue, Suite 301, Hamden, CT 06518.
- E. Design Consultants: The following design professionals have been retained by DTC and have prepared designated portions of the Contract Documents:
 - 1. Geotechnical Engineering: Clarence Welti Associates
 - 2. Environmental Consultant: Chemscope
- F. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. This project generally includes repairs and mitigation work for a residential home damaged by construction. The work entails the following as shown on the plans and specified herein:
 - a. Environmental Abatement; Mold Remediation
 - b. Selective Building Demolition of misc. elements.
 - c. Alteration Work: Siding, Framing, Mechanical & Electrical, misc.

1.4 ACCESS TO SITE

- A. General: Contractor shall limit his use of Project site to areas required to perform construction operations.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations to include repairs to windows and doors for proper operation, repairs of cracks in walls, floors, or ceilings.

1.5 OWNER ACCESS

- A. Owner has the right to access the property at any time during construction. Owner shall coordinate with Contractor and may be accompanied by contractor to ensure safety during access

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction regarding work hour restrictions.
- B. Coastal Jurisdiction Line: Contractor shall not stockpile soils within the Coastal Jurisdiction Line.
- C. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise approved by the engineer. Comply with local work hour regulations.
- D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Provisions of the Contract and Division 01 General Requirements apply to the Work of all Sections in the Specifications and govern all work for the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but will offer advantage to Contractor and Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or facsimile of form acceptable to the Engineer.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.

- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES or other recognized agency.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven [7] days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within [15] days of receipt of request, or seven [7] days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than [15] days prior to time required for preparation and review of related submittals.

1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SUBMITTAL

- A. Schedule of Value: Contractor shall submit a schedule of values for approval of the Engineer within 14 days of notice to proceed.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer no later than seven [7] days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.

- e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703, EJCDC Document C-620 or similar form as approved by the Engineer.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five 5% percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as a separate line item in the schedule of values.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid.
- B. Payment Application Times: Submit Application for Payment to the Engineer by the twenty-fifth [25th] of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven [7] days prior to due date for review by the Engineer.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 or EJCDC Document C-620 form or facsimile thereof as may be acceptable to the Engineer for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Incomplete applications will be returned without action.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
 5. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Sustainable design submittal for project materials cost data.
 4. Contractor's construction schedule (preliminary if not final).
 5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 6. Products list (preliminary if not final).
 7. Sustainable design action plans.
 8. Schedule of unit prices.
 9. Submittal schedule (preliminary if not final).
 10. List of Contractor's staff assignments.
 11. List of Contractor's principal consultants.
 12. Copies of building permits.

13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 14. Initial progress report.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Web site.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Engineer, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. or other form approved by the Engineer. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within fifteen **15** days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to Engineer submitted with attachments in Adobe Acrobat PDF format.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven 7 working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within ten [10] days of receipt of the RFI response.

- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule meetings and conferences at Project site with the Engineer unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Minutes: Engineer will record significant discussions and agreements achieved and distribute to the Owner, DOH, and Contractor. Contractor shall distribute to subcontractors.
- B. Preconstruction & Pre-installation Conferences: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen 15 days after execution of the Agreement. Schedule pre-installation conferences prior to the start of work requiring the conference and after submittals have been approved and materials obtained and ready for inspection.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Pre-Construction Conference Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises and existing building.

- o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
3. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Project Closeout Conference: Schedule a project closeout conference, at a time convenient to Owner and Engineer, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Preparation of Contractor's punch list.
 - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - h. Coordination of separate contracts.
 - i. Installation of Owner's furniture, fixtures, and equipment.
 - j. Responsibility for removing temporary facilities and controls.
- D. Progress Meetings: Progress meetings will be held biweekly or at other regular intervals as the Engineer determines necessary for the work.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other concerned entities.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Review present and future needs of each entity present, including the following:
 - 1) Schedule
 - 2) Safety
 - 3) Sequence of operations.

- 4) Status of submittals.
- 5) Progress cleaning.
- 6) Quality and work standards.
- 7) Status of correction of deficient items.
- 8) Field observations.
- 9) Status of RFIs.
- 10) Issues related to progress of the work.
- 11) Pending changes.
- 12) Status of Change Orders.
- 13) Documentation of information for payment requests.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, record Product Data and Operations and Maintenance Manuals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

- a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Engineer's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Preparation: Contractor shall prepare, review, and approve all submittals indicating that the submittal is in conformance with the plans and specifications. Deviations shall be noted on the transmittal as well as clearly identified on the shop drawing document. ALL SELECTIONS SHALL BE CLEARLY MARKED BY THE CONTRACTOR and EACH PRODUCT MUST BE CLEARLY IDENTIFIED FOR ITS INTENDED USE ON THE PROJECT.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow **15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow **15** days for review of each resubmittal.
 3. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow **21** days for initial review of each submittal.

- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Engineer, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's stamp.

- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** , but no larger than the project plan dimensions.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

- b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit **three** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit **three** sets of Samples. Engineer will retain **two** Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. It is the responsibility of the contractor to indicate selections on the submittals. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- C. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or as directed by Engineer.
 - 2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
 - 3. Obtain Engineer's approval of mockups before starting work, fabrication, or construction. Make formal shop drawing submittal transmittal requesting mock-up inspection. Allow seven days for initial review and each re-review of each mockup
 - 4. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 5. Demolish and remove mockups when directed unless otherwise indicated.

1.6 QUALITY CONTROL

- A. Coordination: Coordinate sequence of activities to accommodate quality-assurance and -control services with to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- B. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct the following special tests and inspections:
 - 1. Concrete Testing and Inspection
 - 2. Reinforcing Inspection
 - 3. Welding Inspections
 - 4. Compaction Testing
 - 5. Hot Mix Asphalt Pavement Inspection
- B. Re-Testing due to Failure to Coordinate the Work or Failed Test shall be paid for by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Flood Contingency Plan

- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 5. Section 078400 "Firestopping" for patching penetrations in fire-rated construction.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.

- B. Certificates: Submit a FEMA Flood Certificate signed by licensed land surveyor certifying that location and elevation of improvements comply with requirements.

- C. Flood Contingency Plan: Prior to Commencement of any construction, the contractor will submit to the Project Engineer a written Flood Contingency Plan. The plan will include the following:
 - 1. A description of the means by which the Contractor will remove from within the flood plain, all materials, equipment and personnel prior to a predicted major storm. The

contractor is responsible for monitoring local weather conditions and will secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by the N.O.A.A. weather service with warning of flooding, severe thunderstorms, or similarly severe weather conditions or effects.

2. Provisions for notifying workers engaged in work of an impending storm.
3. Provisions for securing work in progress prior to a major storm.
4. No buoyant, hazardous, flammable, explosive, soluble, expansive, or any other materials which could be injurious to human, animal, or plant life in the event of a flood will be stored below the elevation of the 500-year flood at any time. No storage of construction equipment and/or material will occur within the floodplain unless such equipment and/or material is not subject to major flood damage, or is anchored, restrained, or enclosed to prevent it from floating away or is removed prior to flooding. The material storage areas must be identified on the construction plans.

- D. Certified Surveys: Submit two copies of A-2, T-2 survey signed by land surveyor.
- E. Final Property Survey: Submit Two (2) copies of A-2, T-2 Certified Surveys showing the Work performed and record survey data. Include as-built data. Submit copies of Certified survey data to the City of Milford as may be required under the building permit. File one copy in the public land records.
- F. FEMA Flood Certificate: Provide a FEMA Flood Certificate for the property at completion of the work.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
 - 1. It is the intent of the contract to raise the existing building vertically and place it in its current horizontal location. The new foundations will require field layout of piers and footings to accommodate the field conditions. Contractor shall notify the Engineer of the field adjustments and their deviation from plan. Approval of layout of structural elements is subject to the approval of the Engineer.
- B. Engage a land surveyor to assist with the lay out the Work using accepted surveying practices to assure Zoning Setback and Variance lines are adhered to and elevation requirements for finished construction is as required by the contract.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by the Connecticut Land Surveyors Association and the authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of **two** permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, piers, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework. Submit certified as-built conditions of foundation and piers prior to additional work being performed.
- D. Final Property Survey: Engage a **land surveyor** to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines Zoning Setback lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."
3. Provide a FEMA flood certificate for the property upon completion of the construction work.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest. Adjust equipment for proper operation. Adjust operating components for proper operation without binding. Coordinate Manufacturer's Field Services where specified in equipment specifications.
- B. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.9 PROTECTION OF INSTALLED CONSTRUCTION & EXISTING BUILDING ELEMENTS TO REMAIN.

- A. Protect existing flooring and building components. Provide dust covers and barriers, temporary flooring protection including hardboard flooring and boot covers at entry doors.
- B. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials. Provide separate containers for waste to be landfilled, recycled, or reused.

1.2 INFORMATIONAL SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of Agreement.
- B. Records of Donations & Sales: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.3 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan. List each type of waste and indicate waste disposal sites, resource recovery agencies, salvage and donation waste items. Include the following:
 - 1. Waste Identification: Indicate anticipated types of waste.
 - 2. Salvaged Materials for Reuse
 - 3. Salvaged Materials for Sale or Donation. If applicable, list local charitable organizations (such as the Habitat for Humanity) in "Salvaged Materials for Donation" Subparagraph below.
 - 4. Recycled Materials
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work
 - 1. Protect items from damage during transport and storage and retrieval.
 - 2. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle waste in accordance with local municipality requirements. Incorporate recycling efforts into the waste management plan where possible.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for progress cleaning of Project site.
 - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release/ Certificate of Occupancy: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.
- D. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release, Certificate of Occupancy: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 and Individual Technical Specification Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property and as-built surveys, elevation certificate, and similar final

record information, warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
3. Submit test/adjust/balance records.
 4. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Advise Owner of changeover in heat and other utilities.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 3. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment[, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
 - 3. Operations and Maintenance Manuals
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for final property survey.
 - 2. Section 017700 "Closeout Procedures" for general closeout procedures.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints and an annotated pdf copy for review and approval
- B. Record Product Data: Submit one paper copy and an annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes to the work.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- B. Format: Submit record Product Data as annotated PDF electronic file.
1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.3 OPERATIONS AND MAINTENANCE MANUAL

- A. Preparation: Prepare an Operations and Maintenance Manual for owner's record. Include Manufacturer's operations and maintenance manuals. Include detailed maintenance information as well as cleaning instructions.
 - 1. Prepare Operations and Maintenance Manuals for:
 - a. Equipment – Furnaces, Boilers, Water Heaters,
 - b. Systems - Heat Trace Systems, Fire/Smoke Detection Systems
 - c. Products – Flooring, Countertop
 - 2. Provide Model Numbers, Product Numbers and Serial Numbers of installed items.
 - 3. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 4. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- B. Format: Submit record Product Data as Paper Copy and annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection and for dust control. Indicate proposed locations and construction of barriers.

Scott Feulner
Diversified Technology Consultants (DTC)
2321 Whitney Avenue, Suite 301
Hamden, CT 06518

3/23/2016

**ASBESTOS PRE-RENOVATION INSPECTION
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 1 OF 4**

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Attachments:

- Scope of Inspection Drawing(s) – 1 page(s)
- PLM Certificate of Analysis report with chain of custody - 6 page(s)
- Sample location drawing(s) - 1 page(s)

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**ASBESTOS PRE-RENOVATION INSPECTION
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 2 OF 4**

INTRODUCTION

EXECUTIVE SUMMARY: Asbestos Containing Materials (ACM) as defined by DPH and EPA were not detected within the scope of this inspection.

BUILDING DESCRIPTION: The subject building is a one-family, two-story, conventional-style, residential structure totaling approximately 1200 sq ft, which was built in 1994 of wood-frame construction. The house is currently elevated with only the mechanical room being located at ground level.

BACKGROUND: We understand the subject house suffered damage as a result of hurricane Sandy on October 29-30, 2012. The house is scheduled to be renovated. The scope of work is to demolish the existing basement mechanical room and to install a new mechanical room as an addition to the first floor. The current furnace is new and may be salvaged for re-use.

SCOPE OF INSPECTION: Asbestos Pre-Renovation Inspection of the basement level mechanical room, the exterior sheetrock ceiling and exterior siding at the subject house, as directed by our client.

Our work included the following:

- Collection and analysis of building materials within the scope of renovation for asbestos, as required by the regulations.
- A list with quantity, type and location of asbestos containing materials (ACM) in the scope.
- Report of the findings including ACM location drawings.

This investigation and information provided in this report depends partly on background information provided by the client. This report is intended for the use of the client. The scope of services performed may not be appropriate for other users and any use of this report by third parties is at their sole risk. This report is intended to be used in its entirety. No excerpts may be taken to be representative of this report.

TEST PARAMETERS: This is an Asbestos Pre-Renovation Inspection intended to identify the presence, location, and quantity of any asbestos containing building materials which are part of the Renovation for compliance with OSHA 1926.1101 (k)(2)(i) and CT DPH 19a-332a-1 through 16.

For sampling, EPA Wet Methods are used to prevent fiber release. Building materials sampled are analyzed at our laboratory by EPA method 600/R-93/116. This is currently the approved EPA Test method, which uses Polarized Light Microscopy with Dispersion Staining. The laboratory is accredited by NIST/NVLAP and AIHA Laboratory Accreditation program, LLC, and is a Connecticut Approved Environmental Laboratory for Asbestos Analysis.

**ASBESTOS PRE-RENOVATION INSPECTION
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 3 OF 4**

INSPECTION REPORT SYNOPSIS

LOCATION NAME AND ADDRESS: Maciag Residence, Application #1405
9 Derby Avenue, Milford, CT

INSPECTION DATE(S): 2/29/2016

QUALIFICATIONS: The Inspection was conducted by Daniel P. Sullivan and Ziyang Wang:

Mr. Sullivan is certified as follows:

- EPA & State of Connecticut Accredited Asbestos Inspector, Project Monitor & Project Designer
- State of Connecticut Licensed Asbestos Inspector/Management Planner (#000019)
- State of Connecticut Licensed Asbestos Project Monitor (#000036)
- State of Connecticut Licensed Asbestos Project Designer (#000096)

Mr. Wang is certified as follows:

- EPA and State of Connecticut Accredited Asbestos Inspector.
- State of Connecticut Licensed Asbestos Inspector (#000876)

For information about Chem Scope, Inc., log onto <http://www.chem-scope.com>.

SITE OBSERVATIONS: (See attached drawing) We met our client and the owner, at the site. They showed us the work areas and provided some background information. The following observations were made:

- The lower level mechanical room has an unpainted concrete floor, unpainted sheetrock walls, and unpainted sheetrock ceilings. The lower sheetrock walls have been removed exposing foam insulation board.
- The first floor has mainly hardwood floors and sheetrock walls and ceilings, all in good shape.

FINDINGS: NO ASBESTOS WAS DETECTED WITHIN THE SCOPE OF OUR INSPECTION.

The following is a summary table of the materials that tested as non-Asbestos Containing Material (ACM) (<1%) within the Scope of Work:

Material	Location	Sample #'s	Findings
Light gray crumbly sheetrock with brown fibrous paper backing and white crumbly taping compound (walls and ceilings)	Basement Level: Mechanical Room Ext. Parking Area	190-150-(1-10)	No Asbestos Detected
Yellow foam insulation board with brown fibrous paper and foil paper backing	Basement Level: Mechanical Room	190-150-11,12	No Asbestos Detected
Off- pliable caulking (between vinyl siding and concrete column)	Exterior	190-150-13,14	No Asbestos Detected
Gray sticky pipe caulking (between vinyl siding and pipe penetration, < 1 sf)	Exterior Side C	190-150-15	No Asbestos Detected
White/Dark Blue fibrous paper (between exterior vinyl siding and wood)	Exterior	190-150-16,17	No Asbestos Detected

**ASBESTOS PRE-RENOVATION INSPECTION
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 4 OF 4**

LIMITATIONS OF INSPECTION

It is important to note that every effort is made to detect asbestos (ACM) in the path of the renovation by our inspectors. It is not practical or prudent to demolish the entire structure during an inspection. The owner should be aware of this in case suspect materials or concealed suspect materials are uncovered during the actual renovation.

If suspect materials that were previously not accessible or not sampled during this inspection are discovered during the renovation, or if the scope of the renovation changes to include disturbance of new materials not inspected, then renovation must stop and the materials must be sampled by a CT DPH licensed asbestos inspector prior to disturbance of these materials.

RECOMMENDATIONS

Although no asbestos containing materials were detected within the scope of this inspection it is important to understand that Asbestos removal is regulated by federal and state agencies. Abatement work must be done by a licensed asbestos abatement contractor using proper procedures and practices, including containment, decontamination facilities, negative air units and trained and CT DPH licensed workers. Final reoccupancy testing is also required, if the building is going to be reoccupied after the asbestos removal and strongly recommended even if the building is not going to be re-occupied such as in the case of building demolition, for removal of greater than three (3) sq. ft or linear ft of ACM. A CT DPH Licensed Project Monitor is always required for final visual inspections after asbestos removal.

OSHA regulations 1926.1101 requires that before asbestos removal or repair work (class I, II or III work) is initiated, building owners/facility owners must notify their own employees and employers who are bidding on such work, of the quantity and location of ACM or PACM (presumed asbestos containing material) present in such areas. Also for inadvertently discovered ACM or PACM there is a 24-hour notification requirement to the owner and all employers at the site.

If you have any questions or need more information please call me. Thank you for calling on us.

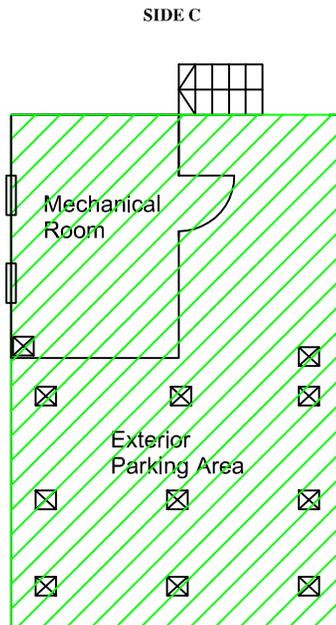
Sincerely,

Dan Sullivan
President

ChemScope Inc.
Maciag Residence - Application #1405 - 9 Derby Ave, Milford, CT
Basement
CS# 190-150 02-29-2016

SCOPE OF WORK DRAWING

SIDE B



← DERBY AVENUE →

SIDE A

SIDE D



LEGEND OF SYMBOLS

 Scope of Inspection
See Report for Detail

NOTATIONS

DRAWN BY: LEIGH ELIJAH

ChemScope Inc.

SHEET TITLE

ASBESTOS INSPECTION

9 DERBY AVE
MILFORD, CT

BASEMENT

DESCRIPTION NUMBER
CS#190-150

DRAWING NUMBER

NOT TO SCALE

S-1

DATE
02/29/2016

Certificate Of Analysis

*Diversified Technology Consultants (DTC) - Scott Feulner
2321 Whitney Avenue
Suite 301
Hamden CT 06518*

03/07/2016
CS#: 190-150
Page 1 of 4

Bulk sample(s) from Maciag Residence, Application #1405, 9 Derby Ave, Milford, CT collected by Ziyang Wang on 02/29/2016

Asbestos Identification in the samples. Examination made by Polarized Light Microscopy (PLM) per EPA Test Method 600/R-93/116

Sample Identification

190-150-1 Light gray crumbly sheetrock with brown fibrous paper backing (top layer ceiling)/Basement level exterior parking area

Findings (Analyzed 03/07/2016)

*No Asbestos Detected
77% Non Fibrous Particles
23% Volatile on Ignition*

190-150-2 Light gray crumbly sheetrock with brown fibrous paper backing (top layer ceiling)/Basement level exterior parking area

*No Asbestos Detected
66% Non Fibrous Particles
8% Fiberglass
26% Volatile on Ignition*

190-150-3 Light gray crumbly sheetrock with brown/light green fibrous paper backing (with white crumbly sheetrock taping compound, bottom layer ceiling)/Basement level exterior parking area

*No Asbestos Detected
78% Non Fibrous Particles
22% Volatile on Ignition*

190-150-4 Light gray crumbly sheetrock with brown/light green fibrous paper backing (with white crumbly sheetrock taping compound, bottom layer ceiling)/Basement level exterior parking area

*No Asbestos Detected
72% Non Fibrous Particles
28% Volatile on Ignition*

190-150-5 White crumbly sheetrock taping compound (from sample # 3)/Basement level exterior parking area

*No Asbestos Detected
95% Non Fibrous Particles
5% Volatile on Ignition*

Bulk sample(s) from Maciag Residence, Application #1405, 9 Derby Ave, Milford, CT collected by Ziyang Wang on 02/29/2016

Asbestos Identification in the samples. Examination made by Polarized Light Microscopy (PLM) per EPA Test Method 600/R-93/116

Sample Identification

Findings (Analyzed 03/07/2016)

190-150-6 White crumbly sheetrock taping compound (from sample # 4)/Basement level exterior parking area

No Asbestos Detected
94% Non Fibrous Particles
6% Volatile on Ignition

190-150-7 Light gray crumbly sheetrock with brown fibrous paper backing (wall)/Basement level mechanical room

No Asbestos Detected
74% Non Fibrous Particles
4% Fiberglass
22% Volatile on Ignition

190-150-8 Light gray crumbly sheetrock with brown fibrous paper backing (ceiling)/Basement level mechanical room

No Asbestos Detected
71% Non Fibrous Particles
4% Fiberglass
25% Volatile on Ignition

190-150-9 White crumbly sheetrock taping compound (wall)/Basement level mechanical room

No Asbestos Detected
87% Non Fibrous Particles
13% Volatile on Ignition

190-150-10 White crumbly sheetrock taping compound (ceiling)/Basement level mechanical room

No Asbestos Detected
91% Non Fibrous Particles
9% Volatile on Ignition

190-150-11 Yellow pliable foam insulation with brown fibrous paper and foil paper backing (wall)/Basement level mechanical room

No Asbestos Detected
7% Non Fibrous Particles
<1% Mineral Wool
93% Volatile on Ignition

190-150-12 Yellow pliable foam insulation with brown fibrous paper and foil paper backing (wall)/Basement level mechanical room

No Asbestos Detected
15% Non Fibrous Particles
2% Mineral Wool
83% Volatile on Ignition

Bulk sample(s) from Maciag Residence, Application #1405, 9 Derby Ave, Milford, CT collected by Ziyang Wang on 02/29/2016

Asbestos Identification in the samples. Examination made by Polarized Light Microscopy (PLM) per EPA Test Method 600/R-93/116

Sample Identification

190-150-13 Off-white pliable caulking (between off-white vinyl wall board and concrete column)/Basement level exterior, Side B

Findings (Analyzed 03/07/2016)

No Asbestos Detected
81% Non Fibrous Particles
19% Volatile on Ignition

190-150-14 Off-white pliable caulking (between off-white vinyl wall board and concrete column)/Basement level exterior, Side B

No Asbestos Detected
84% Non Fibrous Particles
16% Volatile on Ignition

190-150-15 Gray sticky pipe caulking (between 1" OD wiring and off-white vinyl wall board)/Basement level exterior, Side C

No Asbestos Detected
71% Non Fibrous Particles
29% Volatile on Ignition

190-150-16 White/dark blue fibrous paper insulation (behind off-white vinyl wall board on wood on wall)/Basement level exterior, Side C

No Asbestos Detected
6% Non Fibrous Particles
94% Volatile on Ignition

190-150-17 White/dark blue fibrous paper insulation (behind off-white vinyl wall board on wood on wall)/Basement level exterior, Side C

No Asbestos Detected
1% Non Fibrous Particles
99% Volatile on Ignition

**PARAMETERS
ASBESTOS PLM ANALYSIS
(Revised 3/22/13)**

1. *Materials which contain >1% asbestos (greater than 1%) by PLM (polarizing light microscopy) analysis are considered to be asbestos containing materials under EPA and the State of Connecticut Regulations. OSHA still regulates material with <1%. (Contact laboratory for information.) {Note: A more sensitive method is available called TEM (transmission electron microscopy). TEM may detect asbestos fibers that PLM cannot see, but the above agencies' enforcement is based on PLM analysis. Rules may differ for states other than Connecticut. It is best to check with the individual state. For example, New York State requires TEM confirmation of negative PLM results on floor tile}.*
2. *If no asbestos is detected in a sample, or if the asbestos content is less than 1% by PLM, additional samples of the same material should be submitted for confirmation. Please check with the laboratory for guidance on the number of samples needed. Sample collection in Connecticut must be by a DPH Licensed Asbestos Inspector. Many other states also require licensing.*
3. *Floor Tile Mastic: Mastic under floor tile should be separately sampled by scraping some of the mastic from the floor to avoid contamination from the floor tile.*
4. *Although Chem Scope, Inc. takes great effort to insure accuracy in the estimation of asbestos in the materials analyzed, no quantitation method is without some uncertainty. Based on independent calibration studies and comparison of Chem Scope's quantitative results with NVLAP and AIHA round robin programs we estimate our uncertainty in quantitation to be relatively small. The average relative uncertainty of the estimate is calculated to be 35% for samples that contain less than 10% asbestos. This means a estimate of 10% asbestos in a sample has a probable range of 6.5% to 13.5% while an estimate of 1% has a range of 0.65% to 1.35%.*
5. *The presence of non-asbestos components, which are recognized by the PLM analyst, is reported with the estimated amounts. This is not an exhaustive analysis for the non-asbestos materials since the primary purpose is to determine if asbestos is present and, if so, how much is present of each type of asbestos.*
6. *Results reported apply only to the sample(s) analyzed.*
7. *Special treatment of samples: Chem Scope, Inc. routinely uses gravimetric sample reduction techniques such as low temperature ashing or acid dissolution on samples like floor tile, roofing materials, glue dots, or high cellulose content samples prior to PLM analysis. These methods are used to aid in the PLM analysis and to provide better quantitative data. Layered samples, if possible, are analyzed separately as individual layers. However, in accordance with the method, if any layer contains >1% asbestos (greater than 1%) it is to be considered an asbestos containing material. All results are reported to the original sample basis.*
8. *Sample results are not corrected for blanks. Analytical blanks are run daily and if contamination is suspected the samples are rerun.*
9. *Chem Scope, Inc. performs "400 point" point counting when the asbestos content is visually estimated to be less than 10%. There is no additional charge for this analysis.*

The Scope of Accreditation referenced in this report applies to bulk asbestos fiber analysis by PLM (Polarized Light Microscopy).

Accreditation does not imply endorsement by NVLAP, NIST or any Federal or State Agency.

This report pertains only to the samples tested and may not be reproduced in part.

Condition of the samples at the time of receipt was acceptable unless otherwise noted on the Certificate of Analysis.

See test parameters above and attached chain of custody form.

We would love to hear from you. Comments? Questions? Please call or email us at chem.scope@snet.net

ChemScope, Inc. is accredited by AIHA LAP, LLC LAB #100134

NVLAP Lab Code 101061-0.

Connecticut Department of Public Health (DPH) Approved Environmental Lab PH 0581

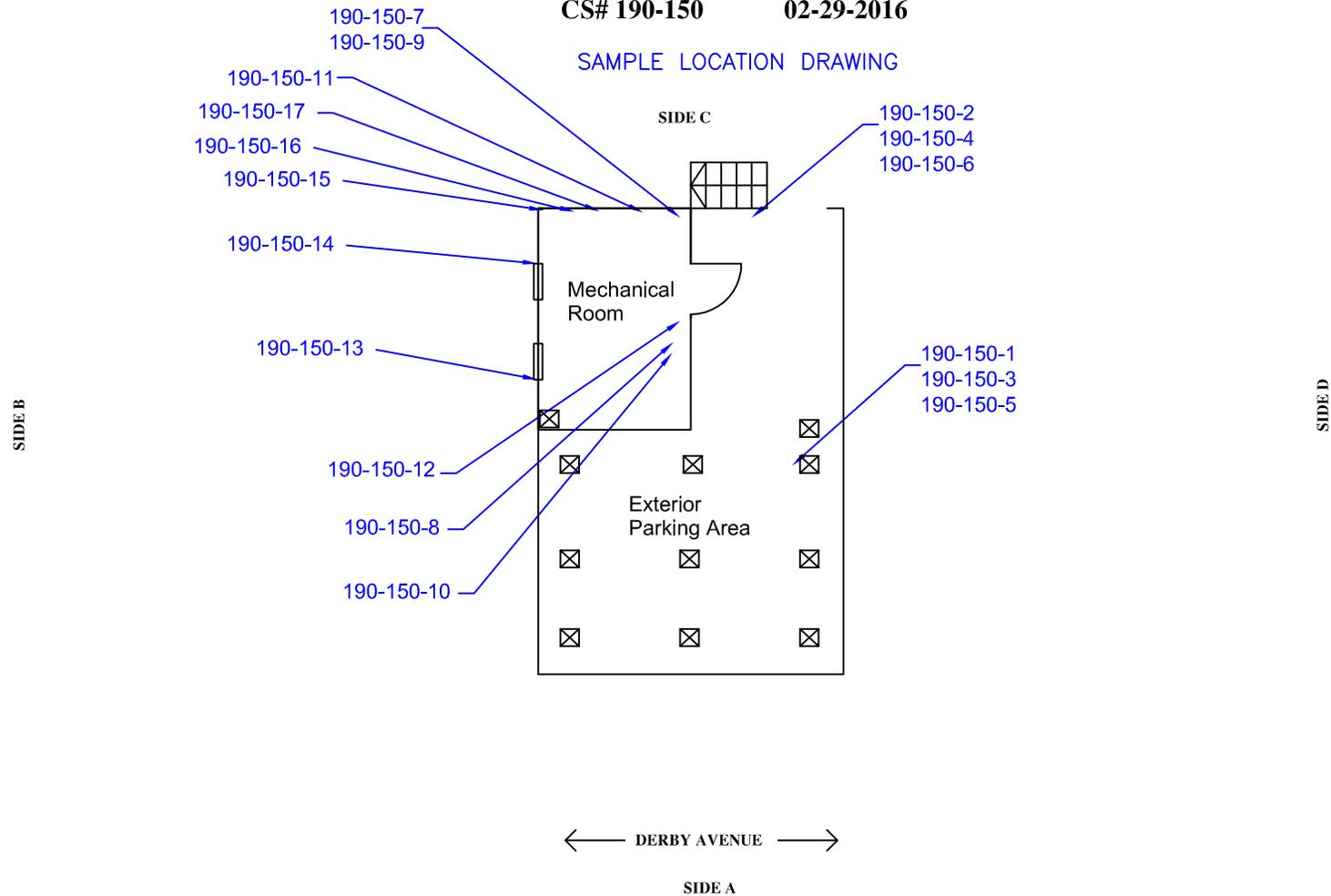
Signature	Signature (if applicable)	Authorized Signature or Authorized Signature or Authorized Signature		
Analyst	Inspector	Suzanne Cristante Laboratory Director	Izabela Kremens Quality Manager	Ronald D. Arena Senior Consultant

ChemScope Inc.

Maciag Residence - Application #1405 - 9 Derby Ave, Milford, CT
Basement

CS# 190-150 02-29-2016

SAMPLE LOCATION DRAWING



LEGEND OF SYMBOLS

Bulk Sample

NOTATIONS

DRAWN BY: LEIGH ELIJAH

ChemScope Inc.

ASBESTOS INSPECTION

9 DERBY AVE
MILFORD, CT

BASEMENT

DESIGNER: ELMER
CS#190-150

NOT TO SCALE

DATE: 02/29/2016

DRAWN BY: ELMER

B-1

ChemScope INDUSTRIAL HYGIENE • ENVIRONMENTAL CHEMISTRY

15 Moulthrop Street, North Haven, CT 06473-3686 • Phone (203) 865-5605 • Fax (203) 498-1610

Scott Feulner
Diversified Technology Consultants (DTC)
2321 Whitney Avenue, Suite 301
Hamden, CT 06518

3/23/2016

**PRELIMINARY MOLD ASSESSMENT
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 1 OF 4**

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Limitations of Assessment	4

Attachments:

Scope of Assessment Drawing(s) – 1 page(s)

Report Distribution:

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Curtis Graham, DTC graham.curtis@teamdtc.com
Michael Casey, DTC michael.casey@teamdtc.com

File Location:

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This investigation and information provided in this report depends partly on background information provided by the client. This report is intended for the use of the client. The scope of services performed may not be appropriate for other users and any use of this report by third parties is at their sole risk. This report is intended to be used in its entirety. No excerpts may be taken to be representative of this report.

It is possible that hidden mold may be growing inside the building cavities. Some floor, wall or ceiling demolition would be needed to find hidden mold.

**PRELIMINARY MOLD ASSESSMENT
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 2 OF 4**

INTRODUCTION

EXECUTIVE SUMMARY: The only mold visible within the scope of our assessment was on stored materials in the basement mechanical room.

BUILDING DESCRIPTION: The subject building is a one-family, two-story, conventional-style, residential structure totaling approximately 1200 sq ft, which was built in 1994 of wood-frame construction. The house is currently elevated with only the mechanical room being located at ground level.

BACKGROUND: We understand the subject house suffered damage as a result of hurricane Sandy on October 29-30, 2012. The house is scheduled to be renovated. The scope of work is to demolish the existing basement mechanical room and to install a new mechanical room as an addition to the first floor. The current furnace is new and may be salvaged for re-use.

INSPECTION AND TESTING: Dan Sullivan of Chem Scope, Inc. was at the site on 2/29/2016 to conduct the subject tests. All of the doors and windows were closed at the time of our inspection. Our work included:

- Visual inspection
- Temperature/Humidity and Moisture in building materials

SCOPE OF WORK: Our client has hired us to do a preliminary mold assessment of the basement mechanical room and first floor only, where there was past water damage.

MOLD ASSESSMENT REPORT SYNOPSIS

Observations from Visual Inspection/temperature and humidity testing: We arrived on site at around 9:00 AM. The weather was cool and clear at the time of our assessment. The temperature at the time of our assessment was about 45-50 deg F. We were let into the house by our client and the homeowner. There was no visible mold growth on the first floor level and there were no unusual smells or odors.

The basement mechanical has an unpainted concrete floor and unpainted sheetrock walls and ceiling. The lower walls of the mechanical room had been removed, which exposed a yellow Styrofoam insulation board. The sheetrock walls, wood studs and sheetrock ceiling all tested as < 20 % WME (wood moisture equivalent). There were no unusual smells or odors in the basement or crawlspace. There was visible suspect mold growth on the three wooden furniture items in the room and wooden pallets. The suspect mold on the stored furniture appeared to be surface mold, which could be cleaned (although we understand from the owner she intends to dispose of the stored materials in the mechanical room).

**PRELIMINARY MOLD ASSESSMENT
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 3 OF 4**

MOLD ASSESSMENT REPORT SYNOPSIS (cont)

A Protimeter Moisture Measurement System (Marlow England) is used to measure the amount of moisture in various surfaces and materials in terms of wood moisture equivalents (WME). This device has two pin-point probes, which are inserted in the surface and the conductivity is used to measure moisture in the material as % H₂O. Moisture is important to detect potential biological growth. The normal amount of moisture in each material varies with humidity. Materials which have >30% H₂O are relatively damp and may be wet enough to permit mold growth. A material with 70% H₂O is very wet and likely to have mold growth. This instrument does not measure below 7% moisture, which is considered bone dry. Remaining lower sheetrock walls and sheetrock above the one foot high cut lines in the containment all tested at < 15% WME, the carpets in the containment tested as <10% WME.

Interior dew point and humidity levels indicate that the air is consistent with the exterior conditions. The temperature and humidity, inside vs outside was determined using a sling psychrometer. Normal dew point levels are generally considered between 10 and 21 °C (50 and 69 °F). In areas with dew points under 10 °C (50 °F), the air is considered too dry. In areas with dew points above 21 °C (69 °F), the air is considered too humid. Normal relative humidity for a house is 30-50% depending on the outdoor climate.

Table 1 - Temperature & Humidity Results (2/29/2016, P = 752 mm Hg, 1002 mbars)

Location	Dry Bulb (°F) (Room / Air Temperature)	Wet Bulb (°F)	%RH	Dew Point (°F)
Basement Mechanical Rm	51	45	62	37
1 st Floor Laundry Rm	67	57	54	50
Exterior, 9:30am	50	45	68	40

The sling psychrometer is the classical method for measuring humidity. Two ASTM thermometers are secured to a device that is spun through the air. One of the thermometers has a wick on the end soaked in water (WB or wet bulb reading). The other thermometer has no wick (DB or dry bulb reading = room temperature). The principle is that for a given temperature, the difference in WB and DB readings is a direct measure of the amount of water in the air. If air were very dry, it would evaporate much more water from the DB and the evaporation causes cooling. Results can be converted to %RH and dew point (DP). The dew point is a measure of the absolute amount of water in the air and is more useful in comparisons than the relative humidity, which is also affected by temperature.

General Information about Mold: EPA does not call for routinely air testing for mold in assessment. Mold is always present indoors and outdoors and is a natural and necessary part of the environment. There are no Connecticut or federal health based standards for molds. EPA and other agencies report that molds have the potential to cause health effects. The main concerns are people with allergies, asthma and compromised immune systems. There are thousands of mold species, and many are not yet identified. There is much more to learn and new information is becoming available regularly. In mold assessment, we strive to detect moisture problems that cause excessive biological growth and when appropriate, recommend a plan of corrective action. When moisture problems occur, mold growth is likely if organic materials are not promptly dried up. Hidden mold may exist which cannot be seen without demolition.

**PRELIMINARY MOLD ASSESSMENT
MACIAG RESIDENCE – 9 DERBY AVENUE, MILFORD, CT
APPLICATION #1405
CS#190-150, 2/29/2016, PAGE 4 OF 4**

RECOMMENDATIONS

In general, correction of water damage requires first eliminating the source of the water.

For guidance on mold, log onto EPA.gov and search mold remediation or the CT-DPH web site.

1. Begin drying the subject rooms and continue drying until standard dry conditions are reached.
2. Dehumidifiers and air scrubbers should be throughout the subject rooms and if possible, installed into a fixed drain so that it can run without interruption.
3. Perform mold remediation (see below).

Crawlspace (For Removal and/or Disposal of Stored materials with Mold Contamination):

1. The work area must be unoccupied except for authorized personnel during subsequent work. Use poly to isolate the work area (entire air) from the rest of the house. Critical barriers must be put over the return air plenum openings to the second floor. The HVAC system must be shut down (locked-out/tagged-out) and isolated.
2. Mold contaminated stored materials and furniture should be removed. Any visible dust should be cleaned from the items before moving. Porous materials should be removed and disposed of providing owner approves. An inventory of such materials should be kept.
3. Non-porous materials should be carefully cleaned and moved to a storage area for a visual inspection by the owner.
4. Negative air must be used to purge out the areas using HEPA filtered blowers, at least 2000 CFM per area.
5. After the work is complete, a final visual inspection is suggested for quality control. Air samples could be run at the conclusion of the work at the owner's discretion. Any testing should be done after the negative air units have been shut off for at least a day.

Limitations of Mold Removal: It is well known in the industry that mold can never completely be removed from a site because of the constant presence of mold spores in the outdoor environment and the ability of molds to remain dormant within a building. If moisture problems recur, mold growth is likely.

For guidance on mold, log onto EPA.gov and search mold remediation or the state DPH web site.

See our separate Asbestos Pre-Renovation Inspection Report for details regarding asbestos present in these areas.

Please call me if there are any questions about this report or if you need further assistance.

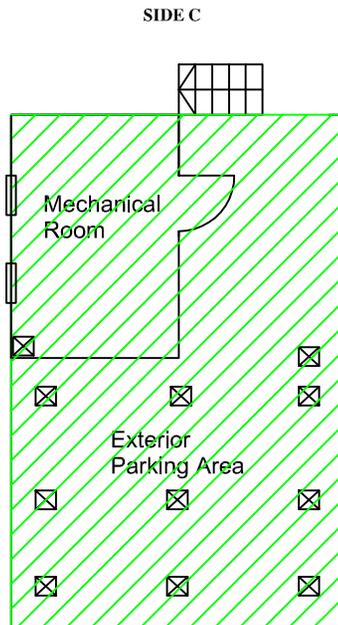
Thank you for calling on us.

Dan Sullivan
President

ChemScope Inc.
Maciag Residence - Application #1405 - 9 Derby Ave, Milford, CT
Basement
CS# 190-150 02-29-2016

SCOPE OF WORK DRAWING

SIDE B



← DERBY AVENUE →

SIDE A

SIDE D



LEGEND OF SYMBOLS

Scope of Inspection
See Report for Detail

NOTATIONS

DRAWN BY: LEIGH ELIJAH

ChemScope Inc.

SHEET TITLE

ASBESTOS INSPECTION

9 DERBY AVE
MILFORD, CT

BASEMENT

DESCRIPTION NUMBER
CS#190-150

SCALE
NOT TO SCALE

DATE
02/29/2016

S-1

- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.6 FIELD CONDITIONS

- A. Owner will not occupy portions of building.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Are present in this building. Refer to Asbestos, Lead, and Mold Remediation sections in this specification. Coordinate enclosures and work activities. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.
 - 1. Submit PDF of drawings and photographs for record. Comply with the requirements of Alterations and Execution sections.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - e. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated on the plans. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically. Complete
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least 6 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings.
- B. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section 073113 Asphalt Shingles for new roofing requirements.
1. Remove existing roof membrane, flashings, copings, and roof accessories.
 2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Framing with dimension lumber.
 2. Framing with engineered wood products.
 3. Wood blocking and nailers.
 4. Wood furring.
 5. Sheathing.
 6. Subflooring and underlayment.
 7. Building wrap.
 8. Sill Seal Gasket

1.2 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.
- B. Exposed Framing: Dimension lumber not concealed by other construction.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
1. SPIB - Southern Pine Inspection Bureau.
 2. WCLIB - West Coast Lumber Inspection Bureau.
 3. WWPA - Western Wood Products Association.

1.3 RELATED SECTIONS

- A. 061533 Wood Patio Decking

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to

- Project site.
3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Research/Evaluation Reports: For the following, showing compliance with IRC 2009 including 2013 Connecticut Supplements.
 1. Preservative-treated wood.
 2. Engineered wood products.
 3. Expansion anchors.
 4. Metal framing hardware.
 5. Adhesive anchoring systems for concrete.
 6. Building wrap.

2.2 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

2.3 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials from exposure to weather and contact with Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

2.4 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Laminated-Veneer Lumber:
 - a. Boise Cascade Corporation.
 - b. Georgia-Pacific Corporation.
 - c. Louisiana-Pacific Corporation.
 - d. Pacific Woodtech Corp.
 - e. Trus Joist.
 - f. Union Camp Corp.; Building Products Division.
 - g. Willamette Industries, Inc.

2. Building Wrap:

- a. DuPont (E. I. du Pont de Nemours and Company).
 - b. Celotex Corporation (The); Building Products Division.
 - c. Parsec, Inc.
 - d. Raven Industries, Inc.
 - e. Reemay, Inc.
 - f. Simplex Products.
 - g. Sto-Cote Products, Inc.
 - h. Tenneco Building Products.
3. Metal Framing Hardware:
- a. Simpson Strong-Tie Company, Inc.
 - b. Alpine Engineered Products, Inc.
 - c. Cleveland Steel Specialty Co.
 - d. Harlen Metal Products, Inc.
 - e. KC Metals Products, Inc.
 - f. Silver Metal Products, Inc.
 - g. Southeastern Metals Manufacturing Co., Inc.
 - h. United Steel Products Company, Inc.
4. Adhesive Anchoring System for Concrete Anchors
- a. Simpson Strong-Tie Company, Inc.- SET
5. Barrier Membranes:
- a. Grace Construction Products: Vycor Deck Protector.
6. Sill Seal Gasket – Polyethelyne Foam or EPDM preformed gasket.
- a. Owens Corning Foam SealR
 - b. Conservation Technologies pre-formed sill gasket.

2.5 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20-99 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 3. Provide dressed lumber, S4S, unless otherwise indicated.
 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
- B. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation

reports exist that show compliance with building code in effect for Project.

1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

C. Wood Structural Panels:

1. Oriented Strand Board: DOC PS 2-95.
2. Factory mark panels according to indicated standard.

2.6 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2-02 (lumber) and AWPA C9-03 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and one of the following:
 - a. Ammoniacal, or amine, copper quat (ACQ).
 - b. Copper bis (dimethyldithiocarbamate) (CDDC).
 - c. Ammoniacal copper citrate (CC).
 - d. Copper azole, Type A (CBA-A).
 - e. Oxine copper (copper-8-quinolinolate) in a light petroleum solvent.
2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.

- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.

- D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing members less than 8 inches above grade at exterior foundation walls.
4. Wood framing members less than 18 inches above exposed ground in crawl

spaces.

5. Exterior wood decking and framing member.

2.7 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades and species indicated on the drawings according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

2.8 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Cants.
3. Nailers.
4. Furring.

- B. For items of dimension lumber size, provide No. 2 grade lumber with 19 percent maximum moisture content and of the following species:

1. Douglas Fir Larch with the following properties:
Fb=900 PSI Fc(PAR) = 1350 PSI
Fc (PERP) = 625 PSI Fv = 125 PSI
E = 1,600,000 PSI

- C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Eastern softwoods, No. 3 Common grade; NELMA.
3. Northern species, No. 3 Common grade; NLGA.
4. Western woods, Standard or No. 3 Common grade; WCLIB or WWPA.

- D. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.9 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: A composite of wood veneers with grain primarily parallel to member lengths, manufactured with an exterior-type adhesive complying with ASTM D 2559. Product conforms to minimum basic design properties indicated on drawings as determined according to ASTM D 5456:

2.10 SHEATHING

- A. Oriented-Strand-Board Wall Sheathing: DOC PS 2-92 Exposure 1 sheathing.

1. Span Rating: Not less than 24/16.

2. Thickness: Not less than 7/16 inch.

B. Oriented-Strand-Board Roof Sheathing: Exposure 1 sheathing.

1. Span Rating: Not less than 40/20.

2. Thickness: Not less than 5/8 inch.

2.11 SUBFLOORING AND UNDERLAYMENT

A. Oriented-Strand-Board, Combination Subfloor-Underlayment: DOC PS 2-92 Exposure 1 single-floor panels.

1. Span Rating: Not less than 24 inches, Building 7 not less than 48 inches.

2. Thickness: Not less than 23/32 inches, Building 7 not less than 1 1/8 inches.

3. Edge Detail: Tongue and groove.

4. Surface Finish: Fully sanded face.

B. Underlayment, General: Provide underlayment in nominal thicknesses indicated or, if not indicated, not less than 1/4 inch over smooth subfloors and not less than 3/8 inch over board or uneven subfloors.

C. Plywood Underlayment for Resilient Flooring: DOC PS 1-95, Exposure 1 Underlayment with fully sanded face.

2.12 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

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

B. Nails, Brads, and Staples: ASTM F 1667.

C. Wood Screws: ASME B18.6.1.

D. Lag Bolts: ASME B18.2.1.

E. Bolts: Steel bolts complying with ASTM A 307, Grade A with ASTM A 563 hex nuts and flat washers.

F. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Type III Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.13 METAL CONNECTION HARDWARE

- A. General: Provide framing anchors made from metal indicated, of structural capacity, type, and size indicated, and as follows:
 1. Research/Evaluation Reports: Provide products acceptable to authorities having jurisdiction and for which model code research/evaluation reports exist that show compliance of metal framing anchors, for application indicated, with building code in effect for Project.
 2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G185 coating designation.
- C. Stainless-Steel Sheet: ASTM A 666, Type 316.
 1. Use for exterior locations and where indicated.
- D. Joist and Rafter Hangers, Post Base and Caps, Holdown Anchors, Straps, Hurricane Ties, Framing Clips, and wall bracing as indicated on the drawings.

2.14 MISCELLANEOUS MATERIALS

- A. Building Paper: Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.
- B. Building Wrap: Air-retarder sheeting made from polyolefins; cross-laminated films, woven strands, or spun-bonded fibers; coated or uncoated; with or without perforations; and complying with ASTM E 1677, Type I.
 1. Thickness: Not less than 3 mils.
 2. Permeance: Not less than 10 perms.
 3. Flame-Spread Index: 25 or less per ASTM E 84.
 4. Allowable Exposure Time: Not less than three months.
- C. Building Wrap Tape: Pressure-sensitive plastic tape recommended by building wrap manufacturer for sealing joints and penetrations in building wrap.
- D. Sheathing Tape: Pressure-sensitive plastic tape for sealing joints and penetrations in

sheathing and recommended by sheathing manufacturer for use with type of sheathing required.

- E. Adhesives for Field Gluing Structural Panels to Framing: Formulation complying with APA AFG-01 or ASTM D 3498 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.
- F. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.
- G. Barrier Membranes for providing corrosion protection of galvanized metal connection hardware in contact with pressure treated lumber.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWWPA M4-95 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing hardware manufacturer.
 - 3. Table 2304.9.1, "Fastening Schedule," in IRC International Residential Code.
- E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- F. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.

3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
 - 1. Fire block furred spaces of walls, at each floor level and at ceiling, with wood blocking or noncombustible materials accurately fitted to close furred spaces.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal size furring vertically at 16 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-3-inch nominal size furring vertically at 24 inches o.c.

3.4 WOOD FRAMING INSTALLATION, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Do not splice structural members between supports.

3.5 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Arrange studs so wide face of stud is perpendicular to direction of wall or partition and narrow face is parallel. Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Anchor or nail plates to supporting construction, unless otherwise indicated.
 - 1. For exterior walls, provide 2 by 4 inch nominal size wood stud spacing at 16 inches otherwise indicated, or match existing spacing.
 - 2. For interior bearing walls, provide 2-by-4-inch nominal size at 16 inches, unless otherwise indicated.
 - 3. For interior partitions and walls, provide 2-by-4-inch nominal- size wood studs spaced 16 inches, unless otherwise indicated.
- B. Construct corners and intersections with three or more studs. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide continuous horizontal blocking at all exterior walls. Locate blocking at all horizontal panel edges in sheathing using members of 2-inch nominal thickness.
- C. Erection Tolerances: Install framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/4 inch in 10 feet and as follows:
1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
- D. Fire block concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where fire blocking is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal- thick lumber of same width as framing members.
- E. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.
1. For load-bearing walls, provide minimum header sizes as indicated on drawings
- 3.6 FLOOR JOIST FRAMING INSTALLATION
- A. General: Install wood joists in accordance with support ends of each member with not less than 1-3/4 inches of bearing on wood or 3 inches on concrete or masonry. Align joists with wall studs below at bearing walls. Attach floor joists as follows:
1. Where supported on wood members, by toe nailing or by using metal framing anchors.
 2. Where framed into wood supporting members, by using by using metal joist hangers.
- B. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers.
- C. Do not notch joist.
- D. Provide solid LVL blocking at ends of joists unless nailed to header, band, or rim joist.
- E. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches or securely tie opposing members together. Provide solid blocking by depth of joist over supports.
- F. Provide solid blocking between joists under jamb studs for openings.
- G. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
- 3.7 CEILING JOIST AND RAFTER FRAMING INSTALLATION
- A. Ceiling Joists: Install ceiling joists with crown edge up and complying with

requirements specified above for floor joists. Face nail to ends of parallel rafters.

1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 2-by-4-inch nominal- size stringers spaced 48 inches o.c. crosswise over main ceiling joists.
 - B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers. Align rafters with wall studs below at bearing walls.
 1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
 2. At hips, provide double hip rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.
 - C. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions, if any.
 - D. Install wood posts using metal anchors indicated.
 - E. Treat ends of timber beams and posts exposed to weather by dipping in water-repellent preservative for 15 minutes.
- 3.8 STAIR FRAMING INSTALLATION
- A. Provide stair framing members of size, space, and configuration indicated or, if not indicated, to comply with the following requirements:
 1. Stringer Size: 1 ¾" by 14 actual size minimum.
 2. Stringer Material: Parallam plus PSL.
 3. Notching: Notch stringers to receive treads, risers, and supports.
 4. Stringer Spacing: At least 1 stringers for each 36-inch clear width of stair.
 - B. Provide stair framing with no more than 3/16-inch variation between adjacent treads and risers and no more than 3/8-inch variation between largest and smallest treads and risers within each flight.
- 3.9 WOOD STRUCTURAL PANEL INSTALLATION
- A. General: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural- use panels and applications indicated. Glue all panels to framing.

1. Combination Subfloor-Underlayment:
 - a. Glue and nail to wood framing.
 - b. Space panels 1/8 inch apart at edges and ends.
 2. Sheathing:
 - a. Glue and Nail to wood framing.
 - b. Space panels 1/8 inch apart at edges and ends.
 3. Roof Sheathing:
 - a. Glue and Nail to wood framing.
 - b. Space panels 1/8 inch apart at edges and ends
 - c. Install panel clips or solid blocking at panel edges perpendicular to framing members spaced 20" o.c. or greater
 4. Underlayment:
 - a. Glue and Nail or staple to subflooring.
 - b. Space panels 1/32 inch apart at edges and ends.
 - c. Fill and sand edge joints of underlayment receiving resilient flooring just before installing flooring.
 5. Plywood Backing Panels: Nail or screw to supports.
- 3.10 BUILDING PAPER APPLICATION
- A. Apply building paper horizontally with 2-inch overlap and 6-inch) end lap; fasten to sheathing with galvanized staples or roofing nails. Cover upstanding flashing with 4-inch overlap.
- 3.11 BUILDING WRAP APPLICATION
- A. Cover wall sheathing with building wrap as indicated.
 1. Comply with manufacturer's written instructions.
 2. Cover upstanding flashing with 4-inch overlap.
 3. Seal seams, edges, and penetrations with tape.
 4. Extend into jambs of openings and seal corners with tape.
- 3.12 SHEATHING TAPE APPLICATION
- A. Apply sheathing tape to joints between sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.
- 3.13 SILL SEAL GASKET

APPLICANT NO. 1405
OORR PROGRAM
CDBG-DR STORM SANDY

MACIAG RESIDENCE
9 DERBY AVE
MILFORD, CT

- A. Place sill seal gasket below any wood framed wall placed on concrete.

END OF SECTION 061000

SECTION 062000 – CARPENTRY

1.0 SCOPE

- A. General Carpentry and Finish Construction.
- B. Exterior Trim
- C. Interior Trim
- D. Blocking
- E. Misc. Materials – flashings etc.
- F. Installation of Items specified in other sections.

1.1 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Provide Finish Samples

2.0 PRODUCTS

2.1 General Materials:

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of wood-work and quality grade specified, unless otherwise indicated.
- B. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.
- C. Provide PVC or polyester edge banding complying with LMA EDG-1 on components with exposed or semi-exposed edges.
- D. Wood Products: Composite Wood Products shall emit low/no formaldehyde and must be certified to com-pliant with California 93120. Comply with the following:
 - 1. Hardboard: AHA A135.4.
 - 2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with phenol-formaldehyde resins.
 - 3. Particleboard: ANSI A208.1, Grade M-2.
 - 4. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

2.2 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 per-cent moisture content.
- B. Screws: Select material, type, size, and finish required for each use. Comply with ASME B18.6.1 for appli-cable requirements.
- C. Nails: Select material, type, size, and finish required for each use. Comply with FS FF-N-105 for applicable requirements.
- D. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place an-chors.
- E. Adhesives, General: Do not use adhesives that contain urea formaldehyde. Adhesives shall be low-voc/no-voc

3.0 EXECUTION

Finished carpentry shall be installed without blemishes from nailing mis-strikes (moons, halfmoons).

Fill holes, gaps and/or sand in preparation for painting. Nails shall be set 1/16". Nails shall not be overdriven through the trim.

- A. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 3. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
 - 4. Coordinate finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.
- B. Standing and running trim installation
 - 1. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long, except where necessary. Stagger joints in adjacent and related standing and running trim. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.

3.1 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 062000

SECTION 078400 - FIRESTOPPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Firestopping perimeter of, and penetrations through fire rated assemblies.

1.2 REFERENCES

- A. ASTM International (ASTM):
1. E814 - Standard Test Method for Fire Tests of Through-Penetration Firestops.
 2. E1966 - Standard Test Method for Fire-Resistive Joint Systems.
 3. E2307 - Standard Test Method for Determining Fire Resistance of Perimeter Fire Barrier Systems Using Intermediate-Scale, Multi-Story Test Apparatus.
- B. Underwriters Laboratories, Inc. (UL):
1. 1479 - Fire Tests of Through-Penetration Firestops.
 2. 2079 - Fire Resistance of Building Joint Systems.

1.3 SYSTEM DESCRIPTION

- A. Provide continuous protection against passage of heat, fire, smoke, and gases at perimeter of and penetrations through rated assemblies.

1.4 SUBMITTALS

- A. Submittals for Review:
1. Product Data:
 - a. Firestopping schedule; prepare in tabular format and identify:
 - 1) Type of assembly receiving firestop and required fire rating.
 - 2) Type of penetrating item.
 - 3) Proposed firestop system.
 - b. Include UL or equivalent details for each firestop system.
 2. Test Reports: Indicate conformance with ASTM E814, ASTM E1966, ASTM E2307, UL 1479, or UL 2079.
- B. Quality Control Submittals:
1. Certificates of Compliance: Indicate conformance of installed systems with specified requirements.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 5 years documented experience in work of this Section.
- B. Firestopping: Fire resistance rating of 1 hour, tested to ASTM E814, ASTM E1966, ASTM E2307, UL 1479, or UL 2079.

1.6 PROJECT CONDITIONS

- A. Do not apply sealants, mortars, or putties when temperature of substrate material and surrounding air is below 40 degrees F or is anticipated to drop below that temperature within 24 hours after installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
1. Hilti, Inc. (www.us.hilti.com)
 2. 3M Fire Protective Products. (www.3m.com)
 3. Nelson Firestop Products. (www.nelsonfirestop.com)
 4. Rectorseal. (www.rectorseal.com)
 5. Specified Technologies, Inc. (www.stifirestop.com)
 6. Tremco, Inc. (www.tremcosealants.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Firestopping: One or more of the following:
1. Silicone elastomer compound: Single or multiple component, low modulus, moisture curing silicone sealant.
 2. Ceramic sealant: Single component, moisture curing ceramic sealant.
 3. Intumescent sealant: Single component, water based intumescent sealant.
 4. Acrylic sealant: Single component acrylic sealant, suitable for painting.
 5. Putty: Single component ceramic fiber base putty or intumescent elastomer putty that expands on exposure to surface heat gain.
 6. Mortar: Hydraulic cementitious mortar.
 7. Pillows or blocks: Formed intumescent or mineral fiber pillows or blocks.
 8. Intumescent strips: Solvent free intumescent wrap strips.
 9. Mechanical devices: Incombustible fillers or silicone elastomer covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
 10. Cast-in-place devices: Containing intumescent material and smoke/water seals.
- B. Sealants must comply with regulation 8, rule 51, of the Bay Area Quality Management District.

2.3 ACCESSORIES

- A. Forming and Damming Materials: As recommended by firestopping manufacturer for intended use.
1. Permanent: Mineral fiber board, mineral fiber matting, or mineral fiber putty.
 2. Temporary: Plywood, particle board, or other.

PART 3 EXECUTION

3.1 PREPARATION

- A. Prepare openings to receive firestopping as directed by manufacturer:
 - 1. Remove incidental and loose materials from penetration opening.
 - 2. Remove free liquids and oil from involved surfaces and penetration components.
 - 3. Install damming materials to accommodate and ensure proper thickness and fire rating requirements and provide containment during installation.
 - 4. Remove combustible materials and materials not intended for final penetration seal system.

3.2 INSTALLATION

- A. Install firestopping at perimeter of and penetrations through fire rated assemblies.
- B. Apply materials in accordance with manufacturer's instructions.
- C. Apply firestopping material in sufficient thickness to achieve required ratings.
- D. Compress fibered material to achieve a density of 40 percent of its uncompressed density.
- E. Place foamed material in layers to ensure homogenous density, filling cavities and spaces. Place sealant to completely seal junctions with adjacent dissimilar materials.
- F. Place intumescent coating in sufficient coats to achieve rating required.
- G. Remove dam material after firestopping material has cured.
- H. Finish exposed surfaces to smooth, flush appearance.

END OF SECTION - 078400

SECTION 079200 - JOINT SEALANTS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide joint sealant for the execution and completion of the work as required by installation instructions, code, or other sections of the specifications and contract documents
- B. Section Includes:
 - 1. Joint backup materials.
 - 2. Joint sealers.

1.2 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Indicate sealers, primers, backup materials, bond breakers, and accessories proposed for use.
 - 2. Warranty: Sample warranty form.

1.3 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 5 years documented experience in work of this Section.
- A. Field Pre-Construction Testing:
 - 1. Perform field testing for sealant adhesion in accordance with ASTM C1521 on exterior mockup, prior to beginning application, and for each 1000 feet of installed sealer.
 - 2. Install sealers using joint preparation methods and materials recommended by sealer manufacturer.
 - 3. When tests indicate sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.

1.4 PROJECT CONDITIONS

- A. Do not apply sealers at temperatures below 40 degrees F unless approved by sealer manufacturer.

1.5 WARRANTIES

- A. Furnish manufacturer's 10 year warranty providing coverage for exterior sealers and accessories that fail to provide air and water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. BASF Building Systems. (www.buildingsystems.basf.com)
 - 2. Dow Corning Corp. (www.dowcorning.com)
 - 3. GE Silicones. (www.siliconeforbuilding.com)

4. Pecora Corp. (www.pecora.com)
5. Sika Corp. (www.sikausa.com)
6. Tremco, Inc. (www.tremcosealants.com)

2.2 MATERIALS

Sealants must comply with regulation 8, rule 51, of the Bay Area Quality Management District

- A. Joint Sealer Type 1:
 1. ASTM C920, Grade NS, single component polyurethane type, non sag.
 2. Movement capability: Plus or minus 25 percent.
 3. Color: To be selected from manufacturer's full color range.
- B. Joint Sealer Type 2:
 1. ASTM C920, Grade NS, single component silicone type, nonstaining, field tintable, non sag.
 2. Movement capability: Plus or minus 25 percent.
 3. Color: To be selected from manufacturer's full color range.
- C. Joint Sealer Type 3:
 1. ASTM C920, Grade NS, single component butyl rubber type, non sag.p
 2. Movement capability: Plus or minus 12-1/2 percent.
 3. Color: To be selected from manufacturer's full color range.
- D. Joint Sealer Type 4:
 1. ASTM C834, single component acrylic latex, non sag.
 2. Movement capability: Plus or minus 7-1/2 percent.
 3. Color: White.
- E. Joint Sealer Type 5:
 1. ASTM C920, Grade NS, single component silicone, non sag, mildew resistant.
 2. Movement capability: Plus or minus 25 percent.
 3. Color: To be selected from manufacturer's full color range.

2.3 ACCESSORIES

- A. Primers, Bondbreakers, and Solvents: As recommended by sealer manufacturer.
- B. Joint Backing:
 1. ASTM C1330, closed cell polyethylene foam, preformed round joint filler, non absorbing, non staining, resilient, compatible with sealer and primer, recommended by sealer manufacturer for each sealer type.
 2. Size: Minimum 1.25 times joint width.

PART 3 EXECUTION

3.1 PREPARATION

- A. Remove loose and foreign matter that could impair adhesion. If surface has been subject to chemical contamination, contact sealer manufacturer for recommendation.

- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Protect adjacent surfaces with masking tape or protective coverings.
- D. Sealer Dimensions:
 - 1. Minimum joint size: 1/4 x 1/4 inch.
 - 2. Joints 1/4 to 1/2 inch wide: Depth equal to width.
 - 3. Joints over 1/2 inch wide: Depth equal to one half of width.

3.2 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Install sealers and accessories in accordance with ASTM C1193.
- C. Install joint backing to maintain required sealer dimensions. Compress backing approximately 25 percent without puncturing skin. Do not twist or stretch.
- D. Use bondbreaker tape where joint backing is not installed.
- E. Fill joints full without air pockets, embedded materials, ridges, and sags.
- F. Tool sealer to smooth profile.
- G. Apply sealer within manufacturer's recommended temperature range.

3.3 CLEANING

- A. Remove masking tape and protective coverings after sealer has cured.
- B. Clean adjacent surfaces.

END OF SECTION - JOINT SEALANTS

SECTION 092900 GYPSUM BOARD

1.0 SCOPE

- A. Gypsum Board and Gypsum Board Assemblies
- B. Interior ceilings and walls.
- C. Install exterior grade gypsum board at ceiling at carport, entire underside of First Floor.

1.1 SUBMITTALS

- A. Provide Product Data and Samples for the following:
 - a. Gypsum Board Products
 - b. Taping Compounds and Joint Fillers
 - c. Joint Tape
 - d. Edge trim, corner bead, etc.
 - e. Fasteners

2.0 PRODUCTS

- A. Provide gypsum board as called for on the drawings and as recommended by the manufacturer suitable for the application.
 - 1. Provide gypsum board complying with ASTM C 36/C 36m or ASTM C 1396/C 1396m, as applicable to type of gypsum board indicated and whichever is more stringent.
 - 2. Ceiling type gypsum-interior: thickness, shown on drawings, long edges shall be tapered
 - A. Manufactured to have more sag resistance
 - 3. Glass-Mat Ceiling, Soffit Applications-5/8" Type X, Water Resistant and Moisture Resistant similar to USG SECUREROCK Bran Glass-Mat Sheathing complying with ASTM C1177 and ASTM C1396.
 - 4. Water-resistant gypsum backing board complying with ASTM C 630/C 630m or ASTM C 1396/C 1396m
- B. Edge Trim & Corner Beads: Galvanized steel
- C. Fasteners: Stainless steel roofing nails, (1-3/4" min) 11 guage, 7/16th diameter head (minimum), or stainless steel bugle head fasteners as recommended by the manufacturer for coastal environments.
- D. Compounds:
 - a. Interior Applications – As recommended by gypsum board manufacturer.
 - b. Exterior Applications - Similar to Sheetrock Brand Durabond Setting –Type Joint Compound suitable for exterior gypsum ceiling boards.

3.0 EXECUTION

3.1 GENERAL:

- A. Comply with ASTM C 840.
- B. Install gypsum board in thickness to match existing gypsum wallboard at matching locations.
- C. Inspect framing to assure adequate location of blocking and nailers.
- D. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- E. Install panels with face side out. Butt panels together for a light contact at edges. Do not force into place.
- F. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- G. Form control and expansion joints with space between edges of adjoining gypsum panels.
- H. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Fit gypsum panels around ducts, pipes, and conduits.

3.2 INSTALLATION:

- A. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
- B. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
- C. Install Water Resistant gypsum board in kitchen and mechanical closet.
- D. Install gypsum boards on exterior ceiling surface perpendicular to the joists. Select fastener length for minimum of $\frac{3}{4}$ " penetration to structure. Fasten 8" oc or as required by code and manufacturer's instructions. Use setting type compound that is resistant to humidity. Provide a Level 5 taping finish including skim coat to prepare the surface for painting. Install trim where necessary to complete the application.

3.3 FINISHING GYPSUM BOARD:

- A. Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Panels that are substrate for tile.
 3. Level 3 is suitable for surfaces receiving medium- or heavy-textured finishes before painting or heavy wallcoverings where lighting conditions are not critical.
 4. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 5. Level 5: At panel surfaces that will be exposed to exterior and require a painted finish

3.4 PROTECTION:

- E. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- F. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099100 - PAINTING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Surface preparation and field application of paints.
2. Provide paint in color and finish as selected by the owner

B. Related Sections:

1. Division 01: Administrative, procedural, and temporary work requirements.
2. Division 02: Lead Abatement

1.2 REFERENCES

A. ASTM International (ASTM):

1. D4442 - Standard Test Method for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
2. D6886 - Standard Test Method for Speciation of the Volatile Organic Compounds (VOCs) in Low VOC Content Waterborne Air-Dry Coatings by Gas Chromatography.

B. Master Painters Institute (MPI) - Architectural Painting Specification Manual.

1.3 SUBMITTALS

A. Submittals for Review:

1. Product Data: Manufacturer's data on materials proposed for use including:
 - a. Product designation and grade.
 - b. Product analysis and performance characteristics.
 - c. Standards compliance.
 - d. Material content.
 - e. Mixing and application procedures.
2. Samples:
 - a. 3 x 6 inch samples of each coating system on representative substrate. Step back successive coats so that all coats remain exposed. Indicate type of material used for each coat.
3. Paint Schedule: Indicate types and locations of each surface, paint materials, and number of coats to be applied.

1.4 QUALITY ASSURANCE

A. Applicator Qualifications: Minimum 5 years documented experience in work of this Section.

B. Materials, Preparation, and Workmanship: Conform to MPI Painting Manual.

C. Mockup:

1. Construct mockup panels for interior wall finishes, 4 feet wide x full height.
2. Show: Each color and texture.
3. Locate where directed.
4. Approved mockup may remain as part of the Work.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Container Labels: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage rates, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

- B. Paint Materials: Store at ambient temperature from 45 to 90 degrees F in ventilated area, or as required by manufacturer's instructions.

1.6 PROJECT CONDITIONS

- A. Do not apply materials when surface and ambient temperatures or relative humidity are outside ranges required by paint manufacturer.
- B. Maintain ambient and substrate temperatures above manufacturer's minimum requirements for 24 hours before, during, and after paint application.
- C. Do not apply materials when relative humidity is above 85 percent or when dew point is less than 5 degrees F different than ambient or surface temperature.
- D. Provide lighting level of 30 footcandles at substrate surface.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Benjamin Moore and Co. (www.benjaminmoore.com)
 - 2. Devoe Paint Co. (www.devoepaint.com)
 - 3. Glidden. (www.gliddenprofessional.com)
 - 4. PPG Architectural Finishes, Inc. (www.pittsburghpaints.com)
 - 5. Pratt and Lambert Paints. (www.prattandlambert.com)
 - 6. Sherwin Williams. (www.sherwin-williams.com)

2.2 MATERIALS

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

- A. Paints:
 - 1. As selected by Owner or approved substitute.
 - 2. Free from all forms of lead and mercury.

- B. Gloss Ratings:

Gloss Designation	Units at 60 Degrees	Units at 85 Degrees
Flat	0 to 5	Maximum 10
Eggshell	10 to 25	10 to 35

Satin	20 to 35	Minimum 35
Semigloss	35 to 70	
Gloss	70 to 85	
High Gloss	Minimum 85	

2.3 ACCESSORIES

- A. Accessory Materials: Paint thinners and other materials required to achieve specified finishes; commercial quality.
- B. Patching Materials: Latex filler.
- C. Fastener Head Cover Materials: Latex filler.

2.4 MIXES

- A. Deliver paints pre-mixed and pre-tinted.
- B. Uniformly mix to thoroughly disperse pigments.
- C. Do not thin in excess of manufacturer's recommendations.
- D. Re-mix paint during application; ensure complete dispersion of settled pigment and uniformity of color and gloss.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Test shop applied primer for compatibility with subsequent coatings.
- B. Measure moisture content of surfaces using electronic moisture meter. Do not apply coatings unless moisture content of surfaces are below following maximums:
 - 1. Gypsum board: 12 percent.
 - 2. Concrete: 12 percent.
 - 3. Wood: 15 percent, measured to ASTM D4442.
 - 4. Concrete floors: 8 percent.

3.2 PREPARATION

- A. General:
 - 1. Protect adjacent and underlying surfaces.
 - 2. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
 - 3. Correct defects and clean surfaces capable of affecting work of this section.
 - 4. Seal marks that may bleed through surface finishes with shellac.
- B. Impervious Surfaces: Remove mildew by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow to dry.

- C. Gypsum Board:
 - 1. Fill minor defects with filler compound. Spot prime defects after repair.
- D. Concrete:
 - 1. Remove dirt, loose mortar, scale, salt and alkali powder, and other foreign matter.
 - 2. Remove oil and grease with solution of trisodium phosphate; rinse and allow to dry.
 - 3. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- E. Concrete Floors:
 - 1. Remove contamination, acid etch, and rinse floors with clear water. Allow to dry.
 - 2. Verify that required acid-alkali balance has been achieved.
- F. Galvanized Steel: SSPC Method SP1 - Solvent Cleaning.
- G. Aluminum: SSPC Method SP1 - Solvent Cleaning.
- H. Uncoated Ferrous Metals: SSPC Method SP2 - Hand Tool Cleaning or Method SP3 - Power Tool Cleaning.
- I. Shop Primed Ferrous Metals:
 - 1. SSPC Method SP2 - Hand Tool Cleaning or Method SP3 - Power Tool Cleaning.
 - 2. Feather edges to make patches inconspicuous.
 - 3. Prime bare steel surfaces.
- J. Interior Wood:
 - 1. Wipe off dust and grit.
 - 2. Seal knots, pitch streaks, and sappy sections with sealer.
 - 3. Fill nail holes and cracks after primer has dried; sand between coats.
- K. Exterior Wood:
 - 1. Remove dust, grit, and foreign matter.
 - 2. Seal knots, pitch streaks, and sappy sections.
- L. Existing Surfaces:
 - 1. Remove loose, flaking, powdery, and peeling paints.
 - 2. Lightly sand glossy painted surfaces.
 - 3. Fill holes, cracks, depressions and other imperfections with patching compound; sand flush with surface.
 - 4. Remove oil, grease, and wax by scraping; solvent wash and thoroughly rinse.
 - 5. Remove rust by wire brushing to expose base metal.

3.3 APPLICATION

- A. Apply paints in accordance with manufacturer's instructions and MPI Painting Manual.
- B. Apply primer or first coat closely following surface preparation to prevent recontamination.
- C. Do not apply finishes to surfaces that are not dry.
- D. Apply coatings to minimum dry film thickness recommended by manufacturer.
- E. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.

- F. Apply coatings to uniform appearance without laps, sags, curtains, holidays, and brush marks.
- G. Allow applied coats to dry before next coat is applied.
- H. When required on deep and bright colors apply an additional finish coat to ensure color consistency.
- I. Continue paint finishes behind wall-mounted accessories.
- J. Sand between coats on interior wood surfaces.
- K. Match final coat to approved color samples.
- L. Where clear finishes are specified, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.
- M. Prime concealed surfaces of exterior wood and interior wood in contact with masonry or cementitious materials with one coat primer paint.
- N. Mechanical and Electrical Components:
 - 1. Paint factory primed equipment.
 - 2. Remove unfinished and primed louvers, grilles, covers, and access panels; paint separately.
 - 3. Paint exposed and insulated pipes, conduit, boxes, ducts, hangers, brackets, collars, and supports unless factory finished.
 - 4. Do not paint name tags or identifying markings.
 - 5. Paint exposed conduit and electrical equipment in finished areas.
 - 6. Paint duct work behind louvers, grills, and diffusers flat black to minimum of 18 inches or beyond sight line.
- O. Do not Paint:
 - 1. Surfaces indicated on Drawings or specified to be unpainted or unfinished.
 - 2. Surfaces with factory applied finish coat or integral finish.
 - 3. Architectural metals, including brass, bronze, stainless steel, and chrome plating.

3.4 ADJUSTING

- A. Touch up or refinish disfigured surfaces.

3.5 CLEANING

- A. Remove paint from adjacent surfaces.

END OF SECTION 099100

SECTION 220000 - PLUMBING WORK

1.0 GENERAL:

- A. All applicable codes, laws and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications, and their provisions shall be carried out by the Contractor who shall inform the Owner, prior to submitting a Proposal, of any work or material which violates any of the above laws and regulations. Any work done by the Contractor causing such violation shall be corrected by the Contractor.
- B. Investigate each space through which equipment must be moved. Where necessary, equipment shall be shipped from manufacturer in sections of size suitable for moving through available restrictive spaces. Ascertain from building Owner and Tenant at what times of day equipment may be moved through all areas.
- C. Drawings are diagrammatic and indicate general arrangement of systems and work. Pipe routing is shown diagrammatically and does not show all offsets, drops and rises of runs. The Contractor shall allow in his price for routing of pipe to avoid obstructions. Coordination with the existing services, including those of other trades is required. Maintain headroom and space conditions.
- D. Install work so as to be readily accessible for operation, maintenance and repair. Minor deviations from drawings may be made to accomplish this, but changes which involve extra cost shall not be made without approval.
- E. Removal and relocation of certain existing work will be necessary for the performance of the general work. All existing conditions cannot be completely detailed on the drawings. The Contractor shall survey the site and include all changes in making up the work Proposal.
- F. Connections to existing work: Install new work and connect to existing work with minimum interference to existing facilities. Temporary shutdowns of existing services shall be performed at no additional charges, at times not to interfere with normal operation of existing facilities and only with written consent of Owner. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work. Connect new work to existing work in neat and acceptable manner. Restore existing disturbed work to original condition.
- G. Disconnect, remove and/or relocate existing material, equipment and other work as noted or required for proper installation of new work.
- H. The Contractor shall keep all equipment and materials, and all parts of the building, exterior spaces and adjacent streets, sidewalks and pavements, free from material and

debris resulting from the execution of this work. Excess materials will not be permitted to accumulate either on the interior or the exterior.

- I. The locations of the existing services are believed to be as indicated on the drawings. The contractor shall verify the actual location of these services and notify the engineer of any discrepancies prior to commencing any work.
- J. Seal openings through partitions, walls and floors with non-shrinking fire proof caulking or other noncombustible material.
- K. Provide all necessary flashing and counterflashing to maintain the waterproofing integrity of this building as required by the installation or removal of piping and equipment. Provide equipment curbs as required.
- L. All present material, equipment and construction debris to be removed under this contract shall become the property of the Contractor with the exception of specific equipment and apparatus requested by the building representative, Architect or as noted to be relocated on the drawings. Removed equipment shall be properly disposed of by this Contractor.
- M. Materials and workmanship, unless otherwise noted, shall be in accordance with building standards.
- N. The work in the building shall be done when and as directed, and in a manner satisfactory to the Owner. The work shall be performed so as to cause the least possible inconvenience and disturbance to the present occupants.
- O. The contractor's Proposal for all work shall be predicated on the performance of the work during regular working hours. When so directed, however, the Contractor shall install work in overtime and the additional cost to be charged therefore shall be only the "premium" portion of the wages paid.
- P. Unless otherwise specifically specified, include all cutting and patching of existing floors, walls, partitions and other materials in the existing building. The Contractor shall restore these areas to original condition.
- Q. All material and equipment to be new unless otherwise noted and shall be in accordance with building standards.
- R. Submission of a Proposal shall be construed as evidence that a careful examination of the portions of the existing building, equipment, etc., which affect this work, and the access to such spaces, has been made and that the Contractor is familiar with existing conditions and difficulties that will affect the execution of the work. The Contractor is responsible to indicate any discrepancies between the contract drawings and actual field conditions prior to submittal of bid. Submission of a Proposal will be construed as evidence that such an examination has been made. Later claims shall not be made for labor, equipment or materials required because of difficulties encountered which could

have been foreseen during such an examination. The on-site inspection shall verify existing pipe sizes, clearances, etc. and conditions.

- S. Insurance: In accordance with building requirements and shall include a Hold Harmless clause for Owner and Engineer.
- T. The final acceptance will be made after the Contractor has adjusted his equipment, tested the various systems, demonstrated that it fulfills the requirements of the drawings and specifications and has furnished all the required certificates of inspection and approval.

2.0 SCOPE OF WORK:

- A. Scope of Work shall consist of providing labor, materials, equipment, services and fees necessary for complete and safe installation in conformity with the New York City Plumbing Code and all other applicable industry, national and local codes and authorities having jurisdiction, as indicated on drawings and herein specified.
- B. The base building drawings, plans, details, specifications and specification addenda are made part of this Contract and shall apply to all work under the Contract unless otherwise amended, modified, supplemented or specified herein.
- C. The Contractor shall furnish a written guarantee to replace or repair promptly and assume responsibility for all expenses incurred for any workmanship and equipment in which defects develop within one year from the date of final certificate for payment and/or from date of actual use of equipment or occupancy of spaces by Owner included under the various parts of the work, whichever date is earlier. This work shall be done as directed by the Owner. This guarantee shall also provide that where defects occur, the Contractor will assume responsibility for all expenses incurred in repairing and replacing work of other trades affected by defects, repairs or replacements in equipment supplied by the Contractor.
- D. The Contractor shall give necessary notice, file drawings and specifications with the department having jurisdiction, obtain permits or licenses necessary to carry out this work and pay all fees therefore. The Contractor shall arrange for inspection and tests of any or all parts of the work if so required by authorities and pay all charges for same. The Contractor shall pay all costs for, and furnish to the Owner before final billing, all certificates necessary as evidence that the work installed conforms with all regulations where they apply to this work.

3.0 SHOP DRAWINGS

- A. Prior to the installation of any work and procurement of equipment provide complete set of coordinated shop drawings of all new and existing equipment, indicating capacity dimensions and sequence of operation for written approval by the Engineer.
- B. Indicate on each shop drawings submitted:

1. Project name and location
2. Name of Architect and Engineer
3. Item identification
4. Approval stamp of prime contractor

C. Submissions:

1. Submissions 11 in. x 17 in. or smaller: If the submission is a catalog cut, then the Contractor shall submit one copy, one to the Engineer. All catalog cuts shall be complete.
2. Submissions larger than 11 in. x 17 in.: Submit one print to the Engineer.

D. Submit shop drawings for the following:

1. Pipe and Fittings
2. Valves
3. Plumbing Fixtures and Trim
4. Piping Layouts
5. Supports, Hangers and Guides
6. Insulation
7. Pumps and Controls
8. Water Heaters

4.0 AS-BUILT DRAWINGS AND EQUIPMENT OPERATIONAL INSTRUCTIONS

- A. Upon completion and acceptance of work, Contractor shall furnish written instructions and equipment manuals and demonstrate to the Owner the proper operation and maintenance of all equipment and apparatus furnished under this contract.
- B. These instructions shall be typed on 8-1/2 in. x 11 in. paper and bound in three ring binders with clear acetate covers. Contractor shall give one copy of the instructions to the Owner and one copy to the Engineer.

- C. The instruction booklet shall bear the name, address and telephone number of the project, Architect and Engineer.
- D. Reproducible "As-Built" drawings shall be provided indicating the as installed conditions of the work. "As-Built" drawings shall be provided to the Engineer after completion of the installation.

5.0 GENERAL PROVISIONS FOR PLUMBING WORK:

- A. Specifications are of simplified form and include incomplete sentences. Words or phrases such as "the Contractor shall," "shall be," "furnish," "provide," "a," "the," and "all" have been omitted for brevity.
- B. Definitions:
 - 1. "Provide": To supply, install and connect up complete and ready for safe and regular operation the particular work referred to unless specifically otherwise noted.
 - 2. "Install": To erect, mount and connect complete with related accessories.
 - 3. "Furnish" or "Supply": To purchase, procure, acquire and deliver complete with related accessories.
 - 4. "Work": Labor, materials, equipment, apparatus, controls, accessories and other items required for proper and complete installation.
 - 5. "Wiring": Raceway, fittings, wire, boxes and related items.
 - 6. "Concealed": Embedded in masonry or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces, or in enclosures.
 - 7. "Exposed": Not installed underground or "concealed" as defined above.
 - 8. "Similar" or "Equal": Equal in materials, weight, size, design and efficiency of specified product.
- C. Quality assurance
 - 1. Quality and gauge of materials: new, best of their respective kinds, free from defects and listed by Underwriters Laboratories, Inc., or bearing their label. Materials and equipment of similar application shall be of same manufacturer, except as noted.

2. Guarantee: All materials and workmanship shall be guaranteed for a period of one year from date of acceptance of work.
- D. Product delivery, storage and handling
1. Moving of equipment: Where necessary, ship in carted sections of size to permit passing through available spaces.
 2. Accessibility: For operation, maintenance and repair. Minor deviations shall be permitted. Changes of magnitude or involving extra cost are not permissible without review. Group concealed electrical equipment requiring access with equipment freely accessible through access doors.
- E. Paint shall be the best grade for its purpose. Deliver in original sealed containers and apply in accordance with manufacturer's instructions. Colors shall be as selected. Utilize galvanized iron primer on panel and pull boxes, after fabrication. Utilize hot dipped galvanized or dipped in zinc chromate for: outlet boxes, junction boxes, conduit hangers, rods, inserts and supports. Red lead or zinc chromate with finish to match surroundings shall be used for marred surfaces of steel equipment and raceways. A field-applied zinc chromate prime coat shall be utilized for steel or iron work.
- F. Brush and clean work prior to concealing, painting and acceptance. Painted exposed work soiled or damaged. Clean and repair to match adjoining work before final acceptance. Remove debris from inside and outside of material and equipment.
- G. Final locations and mounting orientations of all plumbing fixtures shall be verified by Architect.
- H. All access door locations shall be reviewed by Architect prior to installation.

6.0 PIPE AND FITTINGS:

- A. Sanitary Drainage and Vent
1. Hubless cast iron soil pipe and fittings with extra wide heavy duty gasketed hubless couplings.
- B. Domestic Water
1. Type L hard copper tubing with cast bronze or wrought copper fittings and 95/5 tin antimony solder joints.
- C. Hose Bibb Branch Piping

1. PEX SDR 9 tubing with metal-insert type fittings or stainless steel crimp rings and a multiple outlet, plastic or corrosion resistant metal manifold with a plastic or corrosion resistant metal valve for each outlet.

D. Gas Piping

1. Black steel pipe, schedule 40, Type E or S, Grade B with malleable-iron threaded fittings.
2. Corrugated stainless-steel tubing with copper-alloy mechanical fittings listed for use with corrugated stainless-steel tubing and capable of metal-to-metal seal without gaskets.

D. All exposed pipe and fittings at fixtures shall be chrome plated brass.

E. All exposed piping passing through walls, floors, ceilings, and partitions shall be provided with chrome plated cast brass escutcheons held in place with set screws.

7.0 VALVES:

A. Ball valves:

1. Two-piece, full-port, bronze, end entry; similar to Milwaukee BA-100

B. Check valves:

1. Bronze, threaded cap, Teflon disc; similar to Milwaukee 1509

D. Plug valves:

1. Class 125 cylindrical lubricated plug valves with threaded ends, 200 psi CWP, bronze plug with sealant groove; similar to Milwaukee 611.

E. Thermostatic mixing valves:

1. Bronze body with corrosion-resistant interior components, threaded inlet and outlets, 105 F tempered water setting, 125 psig minimum CWP, rough bronze valves.

8.0 DIELECTRIC COUPLINGS:

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

B. Dielectric Unions:

1. Standard: ASSE 1079.
1. Pressure Rating: 150 psig at 180 deg F.
3. End Connections: Solder-joint copper alloy and threaded ferrous.

C. Dielectric Flanges:

2. Standard: ASSE 1079.
3. Factory-fabricated, bolted, companion-flange assembly.
4. Pressure Rating: 150 psig at 180 deg F.
4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

D. Dielectric-Flange Insulating Kits:

1. Nonconducting materials for field assembly of companion flanges.
2. Pressure Rating: 150 psig.
3. Gasket: Neoprene or phenolic.
4. Bolt Sleeves: Phenolic or polyethylene.
5. Washers: Phenolic with steel backing washers.

E. Dielectric Nipples:

1. Standard: IAPMO PS 66.
2. Electroplated steel nipple complying with ASTM F 1545.
3. Pressure Rating and Temperature: 300 psig at 225 deg F.
4. End Connections: Male threaded or grooved.
5. Lining: Inert and noncorrosive, propylene.

9.0 INSULATION:

- C. All insulation (including jacket, facing and adhesive) shall have composite fire and smoke hazard ratings as tested by procedures listed in ASTM E-84, NFPA 255 and UL 273; not exceeding a flame spread of 25 and a smoke developed of 50.
- D. On valves and fittings provide premolded closed cell insulation fittings. Vapor seal insulation on "CW".
- E. "CW" piping: Provide 1/2 in. closed cell insulation pipe covering with vapor barrier jacket for 1-1/2" pipe and smaller, 2 in. closed cell insulation pipe covering with vapor barrier jacket for 2" pipe and larger..
- F. "HW" piping: Provide 1-1/2 in. thick closed cell insulation pipe covering for 1-1/2" pipe and smaller, 2 in. thick closed cell insulation pipe covering for 2" pipe and larger.

10.0 HEAT TRACE

- A. Use a pair of parallel No. 16 AWG, nickel-coated, stranded copper bus wires embedded in cross-linked conductive polymer core, which varies heat output in response to temperature along it's length. Terminate with waterproof, factory-assembled, non-heating leads with connectors at one end, and seal the opposite end watertight. Cable shall be capable of crossing over itself once without overheating.
- B. Maximum operating temperature (Power on): 150 deg F
- C. Maximum exposure temperature (power off): 185 deg F
- D. Maximum heat output: 8W/ft
- E. Electrical components, devices and accessories shall be listed and labeled as defined in NFPA 70 and marked for intended location and application.

11.0 PIPING SUPPORTS:

- A. Support all piping from building construction by providing inserts, beam clamps, and acceptable brackets. Submit all methods for review.
- B. Provide trapeze hangers of bolted angles or channels for grouped lines and services.
- C. Provide additional framing where building construction is inadequate. Submit for review.
- D. Suspended horizontal piping:
 - 1. Support all piping independently from structure using heavy iron-hinged type hangers, similar to Grinnell Clevis No. 260.

2. Provide electroplated solid-band hangers similar to auto-grip, for two-inch and smaller pipe.
 3. Provide wall brackets for wall-supported piping, and provide pipe saddles for floor-mounted piping.
 4. Provide supports with copper lining for uninsulated copper piping.
 5. Suspend piping from inserts, using beam clamps with retaining clamp or locknut, steel fish plates, cantilever brackets or other accepted means. Beam clamps shall be similar to Grinnell Figures 61, 87, 131, or 225.
 6. Suspend piping by rods with double nuts.
 7. Provide additional steel framing as required and accepted where overhead construction does not permit fastening hanger rods in required locations.
 8. Support branch fixture water piping in chases with copper-plated metal brackets, secured to studs, similar to Holdrite Nos. 102-18, 107-18, 102-26, or 101-26.
- G. Provide 180 degree arc galvanized metal covering shields on hangers for insulated piping without incompressible insulating block in insulation at hangers.
- H. Maximum hanger spacing as indicated.

Piping Material	Max. Horizontal Spacing (ft)	Max. Vertical Spacing (ft)
Cast Iron	5	15
Copper or Copper Alloy	12	10
PEX	2.67	10

- I. Vertical piping:
1. Provide extension pipe clamps bolted to bare pipe on each side and bearing equally on structure or welded to beam.
 2. Provide spacing as indicated:
 - a. Threaded piping shall be every floor level, at a maximum of 10 feet on centers.
 - b. Cast iron piping shall be every floor level; requiring a maximum of 10 feet on centers.

c. Tubing shall be every floor level maximum 10 feet on centers.

J. Expansion anchors:

1. Provide smooth wall, non-self-drilling internal plug expansion type anchors constructed of AISC 12114 steel and zinc plated in accordance with fed. Spec. Qq-a-325 type 1, class 3.
2. Do not exceed 1/4 of average valves for a specific anchor size using 2000 psig (13,800 kpa) concrete only, for maximum working loads.
3. Provide spacing and install anchors in accordance with the manufacturer's recommendations.
4. Expansion anchors shall be U.L. Listed and similar to Hilti HDI.

12.0 TESTS:

K. Domestic water piping:

1. Test piping hydrostatically at a minimum pressure of 125 psi.
2. Duration of test shall be 2 hours without a loss in pressure.

L. Drainage and vent piping:

1. Cap all outlets and fill piping system to overflowing from a point at least 10 feet above the floor.
2. The water level shall remain constant throughout the test duration of 2 hours.

M. Arrange and coordinate tests with owner 48 hours in advance. Notify engineer and architect of test date and time.

N. Defects disclosed by the tests shall be repaired or replaced. Tests shall be repeated as directed until all work is proven satisfactory.

O. Take all precautions necessary to prevent damage to the building and its contents as a result of such tests. Repair any damage caused.

13.0 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.

APPLICANT NO. 1405
OORR PROGRAM
CDBG-DR STORM SANDY

MACIAG RESIDENCE
9 DERBY AVENUE
MILFORD, CT

2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm (50 mg/L) of chlorine. Isolate with valves and allow to stand for 24 hours.

END OF SECTION 220000

SECTION 230000 - MECHANICAL WORK

1.0 GENERAL

- A. These specifications call out certain duties of the contractor and his subcontractor. They are not intended as subcontract documents, nor are they intended as a material list of items required by the contract.
- B. Provide all items and work called for in this division of specifications in accordance with the contract documents. This includes all incidentals, equipment, appliances, services, hoisting, scaffolding, supports, tools, supervision labor, consumable items, fees, licenses, etc., necessary to provide complete systems. Perform start up and check out each item and system to provide fully operable systems.
- C. The work to be done under this division of the specifications include the furnishing of all equipment, labor, supplies, supervision and all materials not specifically mentioned, ready for use, plumbing components. It is the intention of the specifications and drawings to call for furnished work, tested and ready for operation.
- D. It is the intent that all mechanical work and materials necessary to complete the entire project in accordance with the contract plans and specifications, where specifically mentioned here or not, shall be furnished. All work and materials necessary to fulfill this intent shall be supplied under the mechanical specifications without additional cost to the owner.
- E. CODES AND STANDARDS:
1. Current international building code and current Connecticut Supplement.
 2. Comply with requirements of local utility company.
 3. Comply with requirements of local authority having jurisdiction.
 4. Comply with all applicable governmental regulations. Comply with all federal, state, city, insurance underwriters and other applicable codes and ordinances. If any conflict arises between these specifications, codes and ordinances, immediately notify the engineer. Do not deviate from the specifications nor install any work which may be in conflict with codes and ordinances until the conflict is resolved and the solution is approved by the engineer.
- F. REGULATIONS:
1. All work shall be done in strict accordance with the current Connecticut State Building Code, including the latest Connecticut Supplement with all amendments included, the State Fire Safety Code, BOCA, National Building Code, International Building Code, NFPA, ADA, UL, NEMA, OSHA, with all requirements of all governmental departments having jurisdiction. Requirements of the above take precedence over plans and specifications.
- G. RULES, PERMITS AND FEES:
1. This contractor shall give all necessary notes, obtain all permits and pay all state and local taxes, fees and other costs in connections with their work, file all necessary plans, prepare all documents and obtain all necessary approvals of all state and local departments having jurisdiction. Obtain all required certificates of inspection for their

work and delivery of the same to the owner before request for acceptance and final payment for the work.

2. This contractor shall include in the work, at no extra expense to the owner, any material, labor, apparatus, services, drawings (in addition to contract drawings and documents), in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on the drawings and/or specified.
3. This contractor shall perform and file all tests in accordance with the current regulations of State of Connecticut local authorities. The contractor shall furnish and install signs required by the state and local authorities.
4. All materials furnished and all work installed shall comply with the rules and recommendations of the national board of fire underwriters, with all requirements of local utilities companies, with the recommendations of the fire insurance rating organization having jurisdiction.

H. GUARANTEE AND SERVICE:

1. The contractor shall guarantee all workmanship and materials for a period of one year from the date of acceptance of the installation. In addition, the contractor shall provide, free of charge, one year's maintenance guarantee on maintained service and adjustment of all equipment in this contract.

I. REFERENCE PUBLICATIONS:

1. American Society for Testing and Materials (ASTM) and American National Standards Institute (ANSI) Publications are referred to herein, refer to latest edition only.

J. SHOP DRAWINGS:

1. Prior to delivery to the work area, but well in advance of requirements necessary to allow engineer ample time for review, contractor shall submit for approval, one (1) copy of each shop drawing.
2. Product data: submit manufacturer's technical product data, including rated capacities of selected model clearly indicated, and furnished specialties and accessories, and installation instructions.
3. Shop drawings: submit manufacturer's assembly type shop drawings indicating dimensions, rough-in requirements, required clearances, and methods of assembly of components and anchorages.
4. Maintenance data: submit maintenance data and parts list for each type of fixture and accessory: including "trouble shooting" maintenance guide. Include this data, product data and shop drawings in maintenance manual.
5. Indicate on each submission:
 - i. Project name and location
 - ii. Owner and engineers names
 - iii. Item identification/description

- iv. Approval stamp of prime contractor

K. EQUIPMENT SUBSTITUTIONS:

1. The plans, schedules and/or specifications indicate the name, model number or type of equipment or materials specified. Should the contractor desire to use equipment or materials or a make other than those specified or shown on drawings, the contractor shall attach a rider to the bid form listing the deductions and/or additions to their base bid. Together with the manufacture's name and model numbers of the equipment or materials they proposed to furnish as "substitutes". If no substitute information is furnished, it will be understood that all equipment and materials named will be furnished in full accordance with the plans and or specifications.

L. RECORD DRAWINGS:

1. Contractor shall keep accurate record of all deviations in work as actually installed.
2. Definitions:
 - i. 'Furnish' or 'provide' - to furnish, install and connect up complete and ready for operation particular work referred to, unless specifically indicated on drawings.
 - ii. 'Work' - labor, materials, equipment, apparatus, controls, accessories and all other items customarily furnished and/or required for proper and complete installation of work.
 - iii. 'Concealed' - embedded in masonry or other constructions, installed behind wall furring, within double partitions or hung ceilings.
 - iv. 'Exposed' - exposed to view.
 - v. 'Indicate' or 'shown' - as indicated or shown on drawings or specified in specifications.
 - vi. 'Piping' - pipe, fittings, flanges, valves, controls, hangers, traps, drains, insulation and items customarily or required in connections with or related to such piping.
 - vii. 'Supply' - to purchase, produce, acquire and deliver complete with all related items.
 - viii. 'Install' - to mount and connect up complete with all related accessories.
 - ix. 'Noted' - as indicated on drawings and/or specified.

M. DRAWINGS AND INTENT:

1. Drawings are intended as working drawings for general layout of the various items of equipment. However, layout of accessories, specialties, equipment and piping

systems are diagrammatic unless specifically dimensioned, and do not necessarily indicate every required valve, fittings, elbow, pipe, transitions, trap, junction or pullbox, offsets or similar items required for the installation to be complete

N. MEASUREMENTS:

1. All measurements taken at the building shall take precedence over scale dimensions. Every part of the plans shall be fitted to the actual conditions at the building. If there is a conflict with the scale dimensions, contact architect and/or engineer for direction/clarification.

O. PROTECTION OF EQUIPMENT, MATERIALS AND FIXTURES:

1. Close pipe and duct openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water and chemical or mechanical injury. At completion of all work, fixtures, exposed materials and equipment shall be thoroughly cleaned.

P. EXAMINATION OF PREMISES - SPECIAL NOTE:

1. No consideration or allowance will be granted for the failure to visit the site, or any alleged misunderstanding or material to be furnished, or work to be done. It being that tender of proposal indicated with its agreement to items and conditions referred to herein or indicated on aforementioned drawings.

Q. HOUSEKEEPING:

1. This contractor shall be responsible for keeping stock of materials and equipment stored on premises in a tidy and orderly manner and, at all times, keep the premises free from accumulation of waste material or rubbish caused by their employees at work. He shall remove his rubbish and surplus materials from the job site and shall leave the premises and their work in a clean and well maintained condition.

R. ACCESSIBILITY:

1. Place duct, valves, unions, drains, and items requiring maintenance, adjustment, or repair, in accessible locations. Coordinate final location of access panels with owner.

S. ADJUSTMENTS:

1. Upon completion of work, perform the following adjustment procedures:
 - i. Adjust systems components for proper performance.
 - ii. Open and close valves, dampers, set proper operating position.

T. CONTINUITY OF EXISTING SYSTEM:

1. Maintain continuity of the existing vent, waste, soil, hot and cold water systems to the areas not affected by this alteration.

U. DEMOLITION:

1. Contractor shall furnish all labor, materials, equipment, etc., required to complete all demolition work necessary for the full completion of this contract. Protect all parts and equipment that are to remain. Assume full responsibility for damage.
2. All items being removed shall remain the property of the owner unless otherwise indicated by the owner. Equipment and devices the owner does not wish to retain shall become the property of the contractor and removed from the site. All material chosen to be retained by tech owner shall be delivered by the contractor to such a point as designated by the owner.

V. ELECTRICAL CONNECTIONS:

1. All electrical work, cutting and patching, piers, lintels, all concrete work and all painting.
2. This contractor shall furnish the general contractor with the sizes and locations of chases and openings which occur in walls, partitions, floors, etc., required for the installation of the work called for under this contract, will be done by the general contractor. Except cutting required for the installation of hangers.

W. COORDINATION OF WORK:

1. Transmit to other trades all information required for work to be provided under their respective sections in sufficient time for installation.
2. Wherever work interconnects with the work of other trades, coordinate with other trades to insure that all trades have the information necessary so they may properly install all necessary connections to equipment. Identify all work items (valves, drains, etc.) In an approved manner in order that the ceiling subcontractor will know where to install access doors and panels.
3. Consult with other trades regarding equipment thus, if possible, the motors and controls are by the same manufacturer. All equipment must be submitted as a shop drawing and approved by engineer.
4. Furnish and set all sleeves for passage of pipes and conduits through walls and ceiling, and elsewhere as will be required for the protection of each pipe passing throughout building surfaces.
5. Provide required supports and hangers for piping, fixtures and equipment, thus loading will not exceed allowable loadings for structure.

6. Conform the work to the requirements in these contract documents. Provide offsets, fittings, drains, and accessories which may be required. Investigate the structural and finish conditions affecting the work, and arrange the work accordingly. Provide such piping, fittings, valves and accessories as required to meet such conditions.

X. ELECTRICAL CONNECTIONS:

1. Power supply and alarm wiring shall be provided including but not limited to connections made to any new equipment, heat tracing, fixtures, and other items receiving electrical connection.
2. To facilitate electrical connections provide electrical items with NEMA enclosures having sufficient knockouts, connectors, terminal blocks and/or contacts.

2.0 PRODUCTS

A. DISSIMILAR METALS:

- a. Where copper or brass alloy is connected to galvanized metal, the two shall be separated with an insulation connection fitting designed to isolate dissimilar metals and prevent dielectric corrosion.

B. VALVES:

a. GLOBE VALVES

- i. 2 inches and smaller, bronze globe valves MSS SP-80 Type 3, Class 150 psi steam, 300 psi cold working pressure (cwp), ASTM B 62 cast-bronze body and bonnet, union bonnet, stainless steel disc, stainless steel seat, copper-silicon alloy rising stem, teflon-impregnated packing with bronze packing nut, threaded end connection, aluminum or malleable-iron handwheel
- ii. Manufacturers - Bronze Globe Valves, Milwaukee Valve Co., Crane Co; Crane Valve Group; Jenkins Valves, Crane Valves, Stockham Division, Grinnell Corporation, Walworth Company, Nibco Inc

b. SWING CHECK VALVES

- i. 2 inches and smaller, bronze check valves MSS SP-80, Class 150 psi steam, bronze check valves 300 psi cold working pressure (cwp), ASTM B 62 cast-bronze body and cap, "Y" pattern, stainless steel free floating hinge pin, threaded cap, regrinding seat, bronze disc, threaded (steel piping) end connection
- ii. Manufacturers - Bronze Check Valves, Horizontal And Vertical, Horizontal, Milwaukee Valve Co., Crane Co.; Crane Valve Group; Jenkins Valves, Stockham Division, Grinnell Corporation, Walworth Company, Nibco Inc., Vertical, Cincinnati Valve Co.

C. SLEEVES:

- a. Provide no. 22 USSG galvanized iron sleeves extend through construction in ceilings, walls and partitions. For insulated piping sized to allow insulation to pass through the sleeve, provide 1/2" space between pipe and/or insulation and sleeve. Seal all sleeves in accordance with building code and fire department requirements.

D. HEAT TRACE

- a. Use a pair of parallel no. 16 awg, nickel-coated, stranded copper bus wires embedded in cross-linked conductive polymer core, which varies heat output in response to temperature along it's length. Terminate with waterproof, factory-assembled, non-heating leads with connectors at one end, and seal the opposite end watertight. Cable shall be capable of crossing over itself once without overheating.
- b. Maximum operating temperature (power on): 150 deg f
- c. Maximum exposure temperature (power off): 185 deg f
- d. Maximum heat output: 8w/ft
- e. Electrical components, devices and accessories shall be listed and labeled as defined in NFPA 70 and marked for intended location and application.

3.0 EXECUTION

A. PIPE SLEEVE INSTALLATION:

- a. Provide for piping passing through walls, partitions and slab, sleeves sized at least 1" larger than outside diameter of pipe.
- b. Sleeves are required for piping passing through fired-rated walls constructed of metal studs and gypsum wallboard.
- c. Terminate sleeves through walls, partitions and ceilings flush with finished surfaces: through slabs 1/2" above finished floor in habitable spaces and 2" above rough finish in pipe spaces and other unfinished areas.
- d. Set sleeves in place before placing concrete, or securely and fasten and grout in place with concrete. Exercise care in locating and setting of sleeves to assure accurate alignment. In absence of sleeves, use core drilled holes and provide curbs to prevent the passage of water.
- e. Fill void spaces between piping and pipe sleeves with approved elastomeric caulking materials.

B. ESCUTCHEON INSTALLATION:

- a. Provide escutcheon on pipe protrusions at walls, partitions, ceiling and floors. Escutcheon shall fit snugly around piping and cover surface openings.

C. JACKETS FOR CONCEALED DUCT:

- a. FSK: foil scrim kraft. Aluminum foil, fiberglass reinforced scrim with kraft backing; conforming to ASTM C 1136 Type 1; vapor retarder.

D. EXAMINATION:

- a. Verify that all piping, and equipment are tested and approved prior to insulation installation.
- b. Verify that all surfaces are clean, dry and without foreign material before applying insulation materials.

E. CONNECTIONS TO EXISTING WORK:

- a. Plan installations of new work and connections to existing work to insure minimum interference to regular operation of existing facilities. All temporary shutdown of services are to be made during normal working hours. To insure continuous operation, make temporary connections between new and existing work.

F. FLEXIBLE CONNECTORS:

- a. Supply kit shall include chrome plated brass stops with full turn brass stem, no plastic, 12 inch chrome plated copper risers and forged brass with set screw flange. Inlet shall be 1/2 inch sweat. Outlet shall be 3/8 compression. Supply kit shall be McGuire model 169. Supply kit shall be certified by CSA or other recognized testing authority and bear manufacturer and testing mark. Stop to be certified to 200 psi line pressure.

G. PIPE INSTALLATION - GENERAL:

- a. Preparation: Cut pipe and tubing ends square, remove burrs and ream to original bore. Clean joint surfaces prior to assembly. Wipe off excess joining compounds and flux residue.
- b. Screwed: Use American Standard taper pipe threads cut sharp and true and suitable for normal engagement. Screw threaded items up close to shoulders with not more than three complete threads shown. Do not use lamp wick, cord, wool or other wicking materials. Repair leaks with new materials, do not peen or caulk. Teflon pipe joint tape or joint compounds composed of red lead and graphite ground in linseed oil will be permitted, applied to male threads only.
- c. Solder: Make up joints with 95-5 tin-antimony wire solder and non-corrosive flux. Do not use 50-50 or other tin lead solders.

H. MATERIALS

- a. Contractor shall provide hangers with galvanized coating or nonmetallic coating for copper pipe and thermal shield inserts for insulated pipe.
- b. Pipe: drain- PVC pipe and fittings, ASTM D2665
- c. Pipe: Refrigerant pipe, copper tube, ASTM B280, Type ACR with field installed 2" thick flexible elastomeric insulation. PVC jacketing inside boiler room and aluminum jacketing outdoor building

- I. FLUE AND COMBUSTION AIR PIPE:
 - a. 2"Ø PVC with horizontal concentric termination kit for furnace for intake and exhaust.

- J. EQUIPMENT: APPROVED MANUFACTURERS-
 - a. Insulation: Manville, Knauf, Owens corning
 - b. Thermostats: 7 days programmable heat/ cool
 - c. Diffusers, grilles & registers: see schedule

- K. MAINTENANCE MANUAL:
 - a. Provide (1) copy in 3-ring binder.

 - b. Provide complete master maintenance manual for all equipment installed on the project. The contractor shall include the following in manuals:
 - i. Manufacturer's descriptive data
 - ii. Operation and maintenance instructions
 - iii. Replacement parts list
 - iv. Wiring diagrams
 - v. Manufacturer's warranty & service certificates
 - vi. Instructions for periodic cleaning and maintenance
 - vii. Procedures for systems start-up and shut-down
 - viii. Valve location and tag number chart

- L. CLEANING:
 - a. Clean pipe prior to painting.
 - b. Upon completion of work, perform the following cleaning procedures:
 - i. Remove protective covers after painting
 - ii. Clean piping and equipment
 - iii. Remove surplus materials and rubbish
 - iv. Restore damaged surface finishes

- M. TESTING:
 - a. General: Test HVAC systems to satisfaction of building official. Do not close in, conceal, or cover up any work until it has been tested, inspected, and approved by engineer and local officials.

 - b. Flush piping, prior to testing, to remove foreign material which may have entered during course of installation. Clean filters and strainers after flushing.

 - c. The contractor shall, at his own expense, during the progress of the work or upon its completion as ordered, make such tests of their work as herein specified or as are required by and in the presence of the building inspector. If so directed, tests shall be made of sections for the work so as not to delay the work of other trades.

 - d. The contractor shall provide all apparatus, temporary work or any other requirements necessary for such tests. The contractor shall take all due precautions to prevent

damage to the building or its contents that may be incurred by such tests as they will be required to repair and make good, at their own expense, any damaged caused.

- e. Any defects or deficiencies discovered as a result of test shall be immediately repaired and tests shall be repeated until the test requirements are fully complied with.
- f. No caulking or pipe joints to remedy leaks will be permitted.

- g. The contractor shall notify the owner two days in advance of running tests to allow their representative to be present to witness tests. Notification to be in writing.

N. GUARANTEE:

- a. Supply one copy, inserted into maintenance manual, of a warranty countersigned and guaranteed by contractor, stating that imperfect system operation and all defects in labor and materials of mechanical work will be repaired without cost to the owner for a period of one year from date of substantial completion, and stating that all mechanical equipment has been fully serviced and left in proper operating condition.

SECTION 260000 – GENERAL PROVISIONS FOR ELECTRICAL WORK

1.0 GENERAL

A. References

1. This section covers the general requirements for electrical work; examine all contract drawings and all other sections of the specifications for additional work related to the work of this division.

B. Definitions

1. 'Provide' - to furnish, install and connect up complete and ready for safe and regular operation of particular work referred to unless, specifically otherwise noted.
2. 'Install' - to erect, mount and connect complete with related accessories.
3. 'Work' - labor, materials, equipment, apparatus, controls, accessories and other items required for proper and complete installation.
4. 'Wiring' - raceway, fittings, wire, boxes, mounting hardware and related items.
5. 'Concealed' - embedded in masonry or other construction cavity, installed in furred spaces, within double partitions or hung ceilings.
6. 'Similar' or 'equal' - equal materials, weight, size, design and efficiency of specified product.
7. 'Contractor' - the electrical contractor.
8. 'Noted' - as indicated on the drawings and/or specifications.

2.0 SCOPE

- A. This work shall consist of the furnishings of all labor, materials and services required complete, ready for correct operation for all electrical work call for by the accompanying drawings and specifications. All electrical work shall be performed in accordance with the national electrical code, state and local codes.
- B. The data indicated in these drawings and specifications are as exact as could be secured. But their absolute accuracy is not guaranteed. Do not scale drawings. Exact locations, distances, levels and other conditions will be governed by the building. Use the drawings and specifications for guidance and secure the engineer's approval of changes in locations. Circuits, where shown on an electrical drawings, are so indicated primarily for the purpose of indicating the general circuit plan and do not necessarily indicate the exact location of routing of the raceways unless specifically indicated. Circuits shall be run in suitable conditions considering structural features, other trades, construction methods and good installation practice.
- C. Before submitting a bid, the contractor shall visit the site and become thoroughly familiar with all existing conditions under which the work and work of other trades will be installed. This contract includes all necessary offsets, transitions, modifications and relocation required to install all new equipment in new or existing spaces. Contractor shall include any modifications required in existing electrical equipment

for installation of new electrical equipment and new equipment of other trades. (Lighting fixtures, devices, conduit wiring, etc.) All new and existing equipment and systems shall be fully operational under this contract before the project is considered complete. The contractor shall be held responsible for any assumptions that are made, any omissions or errors made as a result of failure to visit the site and become thoroughly familiar with the existing conditions and the contract documents of all trades.

D. Codes, regulations and standards

1. All electrical work shall be performed in accordance with the following approved codes:
 - a. STATE DEMOLITION CODE
 - b. STATE BUILDING CODE
 - c. STATE FIRE SAFETY CODE
 - d. LOCAL BUILDING CODE
 - e. IBC - INTERNATIONAL BUILDING CODE
 - f. ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE
 - g. ASTM - AMERICAN SOCIETY FOR TESTING AND MATERIALS
 - h. OSHA - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
 - i. U.L. - UNDERWRITERS LABORATORIES
 - j. NFPA 70 - NATIONAL ELECTRICAL CODE, 2011 EDITION
 - k. IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
 - l. NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

E. Permits, fees and inspections

1. The contractor shall give all necessary notices, obtain all permits, pay for all government, state sales taxes and applicable fees. The contractor shall file all drawings, complete all documents and obtain all necessary approvals from the proper authority or agency having jurisdiction. Obtain all required certificates of inspection covering work. The contractor shall see that all required inspections and tests are made and shall cooperate to make these tests as thorough and as readily made as possible.

F. Materials and workmanship

1. All materials and apparatus required for the work, except as otherwise specified, shall be new and of first-class quality. It shall be furnished, delivered, erected, connected, finished in every detail and so selected and arranged as to fit properly into the building spaces. Where no specific kind or quality material is given, a first-class standard article as accepted by the engineer shall be furnished.
2. All equipment and materials shall be specification grade and bear the underwriter's label. No substitute or alternate equipment, material, etc. Will be considered for this project.
3. All work shall be of a quality consistent with good trade practice and shall be installed in a neat, workmanlike manner. The engineer/owner reserves the right to reject any work which, in his opinion, has been installed in a substandard, dangerous or in an unserviceable manner. The contractor shall replace rejected work in a satisfactory manner at no extra cost to the owner.

G. Guarantees

1. All workmanship and materials shall be fully guaranteed for a period of one year after acceptance of the entire installation covered by this contract. Should any defects occur during the guaranteed period, the contractor shall repair and/or replace all defective equipment, material and/or work at no extra charge to the Owner.

H. Coordination

1. All work shall be carried out in conjunction with other trades and full cooperation shall be given in order that all work may proceed with a minimum of delay and interference.

I. Shop drawings

1. Submit one digital copy for review, detailed shop drawings of all equipment and material specified. The contractor shall review all shop drawings prior to submission to the engineer for review. No material or equipment may be delivered to the job site or installed until contractor has in their possession, approved shop drawings for the particular material or equipment. Shop drawings shall be specific with items submitted for approval clearly identified.

J. The following is a list of electrical items that must be submitted for review:

1. Conduit, wire and cable
2. Circuit Breakers
3. Devices (receptacles, toggle switches, etc)
4. Safety/Disconnect Switch
5. Manual motor starter
6. Detector – smoke

K. Equipment protection

1. Properly and completely protect against all damage, all apparatus, equipment, etc., included in this contract. The contractor will be held responsible for any damage to furnished apparatus, equipment, etc., until final acceptance.

L. Property protection

1. The contractor shall take whatever means necessary and/or required to protect owner's property within the working areas from dust, debris and other matter generated by the work. No work shall commence in areas where protection is required until approval has been given to the contractor by the owner.

M. Manufacturer's instruction

1. Install all equipment in accordance with manufacturer's instructions or requirements for proper operation and maintenance.

N. Equipment painting and cleaning

1. Thoroughly clean all electrical equipment devices and enclosures upon completion of all work. Repaint any equipment whose finish is damaged or rusted. Match manufacturer's original finish.

O. Penetration sealant

1. All penetrations shall be sealed with 3M intumescent fire barrier penetration sealant, applied per manufacturer's and U.L. guidelines. Fire rating to match architectural drawings.

P. Cutting, patching, repairing and painting

1. The general contractor shall perform all cutting, patching, repairing and painting for all electrical items and equipment called for under this contract.

2.1 PRODUCTS

A. Description

1. All materials and equipment provided under this section shall be new, first grade, best of their respective kinds and in no way shall they be less than the quality and intent set forth under this section. They shall meet the requirements of all standards set up to govern the manufacturer of electrical materials and comply with all applicable codes and standards.

B. Wire

1. Conductors shall be U.L. listed, 600 volts, 90 deg. C., single conductor type THWN/THHN. 98% conductivity, annealed uncoated copper with PVC insulation covered with nylon sheath jacket. Tested in accordance with the requirements of underwriters' laboratories standard 83. Wire shall be identified by surface marking indicating manufacturer's identification conductor size and metal, voltage rating, U.L. symbol and type designation. Conductors shall be stranded. Minimum size shall be #12 AWG unless otherwise indicated. Manufactured by Rome Cable, Triangle Wire & Cable, General Cable or Essex Wire & Cable. Nonmetallic sheathed cable (Romex) may be utilized where permitted by the National Electrical Code.

C. Rigid galvanized steel conduit (RGS)

1. Rigid steel conduit shall be full weight, heavy wall steel pipe with galvanized protective coating. Manufactured by Triangle Wire and Cable, Allied Tube and Conduit, Republic or Steelduct. Conduit fittings shall be malleable iron, cadmium plated with full threaded hubs.

D. Rigid Polyvinyl chloride conduit (PVC)

1. Rigid polyvinyl chloride conduit shall be type DB, schedule 40, sunlight resistant, rated or used with 90 degrees C. Conductors, U.L. rated. All PVC conduit and fittings shall be solvent welded. Manufactured by Carlon, Electri-Flex or Plastiline.

E. Liquid-Tight Flexible Metal Conduit (LFMC)

1. Liquid-Tight flexible conduit shall be constructed of heavy galvanized sheet metal strip, spirally-wound interlock construction with and extruded polyvinyl gray jacket. Conduit shall be U.L. labeled and conformed to the application and environment in which it will be used. All connections, couplings and fittings shall be of high quality steel-zinc rated type specifically designed for this purpose. Manufactured by O/Z or Electric-Flex.

F. Fittings

1. Metal clad cable connectors shall be malleable iron-zinc plated, male hub threads with locknut.
2. Conduit fittings shall be manufactured by O/Z Gedney, Crouse-Hinds or Appleton.

G. Cable Ties

1. Cable ties shall be fabricated of one-piece with no metal parts. Manufactured by Burndy, T&B, Panduit or Blackburn.

H. Outlet boxes

1. Outlet boxes shall be galvanized steel in areas where there is exposed conduits and plastic where nonmetallic sheath cabling is used. Boxes shall be flush or surface mounted and of proper type and size as required for the particular application. Size and type dictated by the number of devices (2 gang minimum with single gang plaster ring for single device locations), number of conductors and wiring method utilized. Boxes shall be adequate size for the installation of conductors without excessive bending or crimping of the conductors and damaging of conductor insulation. Manufactured by Steel City or Raco.
2. Outlet boxes shall be secured firmly in place to the building structure and set true and square. Provide suitable means to support outlet box to take the weight of the lighting fixture or device. Outlet boxed or box extension rings shall be set flush to the finished wall or ceiling. Boxes must be attached that they will not 'rock', 'shift' or 'move in and out' when devices are used. In no case shall boxes be installed back-to-back in a common wall dividing two spaces.
3. Where more than one outlet is shown or specified to be the same elevation or one above the other, align them exactly on center lines horizontally or vertically.
4. Multiple switches shown at one location shall be installed ganged together under one wall plate. Switches shall be arranged in an order appropriate to the locations of lighting fixture being controlled.

I. Circuit breakers

1. Branch circuit breakers shall be compatible with panel installed within home. Refer to schedule on drawings for circuit breaker quantity and size.

J. Safety/Disconnect Switches

Safety/disconnect switches shall be motor rated, metal enclosed, interlocking, fusible or non-fused as indicated. Heavy duty type, with appropriate voltage ratings, quick-make, quick-break mechanisms, solid neutral and U.L. listed. Switches to have proper type metal enclosures, standard, weatherproof, dustproof, etc., to suit their specific locations. Manufactured by General Electric, Siemens, Square D or Cutler Hammer.

K. Manual motor starters

1. Furnish and install fractional horsepower manual motor starters with on-off control, thermal overload relay and pilot lights. Manufactured by General Electric, Siemens, Square D, or Allen Bradley

L. Junction boxes, pullboxes and wireways

1. Junction boxes, pullboxes and wireways shall be of proper type and sizes as required. Furnish with knockouts and flanges to receive the covers. Covers shall be flat, of the same material as the box and fastened to the box with machine screws. Manufactured by Hoffman, Square D or Lee Products.

M. Wiring devices

1. All devices shall be residential grade, U.L. listed, self-grounding, ground lug, side/back wired. Color shall be selected by owner unless otherwise indicated.
2. All receptacles shall be 125V and 20A unless otherwise noted.
3. Receptacles that are located in areas subject to weather conditions, shall be GFCI type.
4. Dryer receptacles shall be 125/250V, 30A unless otherwise noted.
5. 125V 20A receptacles located in kitchen, basement, storage area and outdoors shall be GFCI type.
6. All 125V 15 and 20A receptacles located at 5-1/2' above finish floor or below shall be tamper resistant type.
7. Receptacles that have a power feed thru (feed in - feed out) arrangement shall be pigtailed. Feed thru feature on duplex receptacles use is not acceptable.
8. Switches shall be 120V and 20A. Switches that are located in areas subject to weather conditions, shall be placed in a weatherproof enclosure.
9. The enclosure for receptacles and switches located in wet locations shall be installed so that there is a gasket between the cover and the base to assure a proper seal. The enclosure must employ stainless steel mounting hardware and be constructed of impact resistant polycarbonate. The outlet enclosure shall be U.L. listed. Manufactured by Taymac, Carlon, or approved equal.

10. Wall plates for switches and receptacles shall be smooth thermoplastic or nylon in finished areas. Color shall be white unless otherwise noted. Manufactured by Hubbell, Pass & Seymour, Leviton, or Mulberry.

N. Power and control wiring

1. Furnish and install all power wiring, control wiring (120VAC), conduit and fittings for all plumbing, heating, ventilation and air conditioning equipment and final connections. Manual motor starters shall be provided with running overload protection. Upon completion of work, check out each item. Items to be checked are voltage, rotation and overload protection.

O. Detectors

1. Smoke detectors shall be battery operated wireless interconnect, UL listed and manufactured by Kidde or approved equal.

3.0 EXECUTION

A. Installation

1. All work, materials and manner of installing same shall be in strict accordance with the latest requirements of the national electric code.
2. All conduit and wiring shall be installed concealed unless otherwise noted.

B. Raceways

1. Raceways, enclosures and boxes shall be mechanically joined to form a continuous electrical path.
2. Furnish locknuts and bushings for all conduit terminations in all outlet boxes, panels, pull boxes, conduit stubs, etc.
3. Rigid galvanized steel conduit (RGS) shall be used for wiring buried under grade service entrance conductors and exterior installations.
4. Rigid polyvinyl chloride (PVC) shall be used for service entrance conductors, lighting and power branch circuits buried under grade and installed in basement.

C. Wiring

1. Provide wiring to all outlets, equipment, apparatus and other specialties under this division that which furnished or provided under other divisions.
2. The term 'wiring' shall be considered to be comprised of the conduit, conductors, connections, etc.

3. All wiring on drawings is sized for type THWN/THHN copper conductors.
4. Minimum size wire shall be #12 unless otherwise indicated. All wiring shall be color coded.
5. Exercise caution in pulling conductors into raceways so as not to damage the insulation. Cable pulling lubricant shall be used to assist in pulling.
6. Conductor within panelboards, junction boxes and other equipment where concentration of equipment are enclosed, shall be neatly arranged and tied with cable ties.
7. Circuits shall be so connected to the panelboards that the total load is distributed as neatly as possible, equally between each line and neutral. 10% will be considered a reasonable and allowable unbalance.
8. Branch circuit wiring for switches, receptacles, devices and lighting in drywall construction may be installed with nonmetallic sheathed (Romex) type cable where approved by NEC and the authority having jurisdiction.
9. Common neutral for multiple branch circuits is not acceptable. Provide separate neutral for each branch circuit.
10. Wiring in outlet boxes, junction boxes, cabinet panelboards or equipment shall have a minimum of eight (8") inches length leads for connecting wiring devices to make up circuit splices.
11. Install copper green insulated grounding conductor in all conduits and raceways.

D. Splicing

1. Splicing shall be done with insulated or non-insulated connectors of appropriate types and current-carrying capacity. Non-insulated connectors shall be wrapped with insulating tape to the thickness of the insulation of the conductors being spliced. Electrical tape shall be 3M or Super 88 scotch vinyl flame-retardant, cold and weather resistant.
2. Splices for conductors, sizes #10 AWG or smaller shall be made with U.L. listed spring-type connectors or appropriate current carrying capacity.
3. Splices, taps and terminals for conductors #8 AWG or larger shall be made with U.L. listed bolted pressure connectors of bronze or copper construction, of appropriate current carrying capacity. Equal to O/Z Gedeny, Burndy or Blackburn.

E. Identification

1. Furnish and install nameplates for all electrical equipment, identifying name, function and/or control.

F. Grounding

1. All electrical work shall be grounded and bonded in full conformance with the latest approved edition of the national electrical code and local requirements.
2. All electrical equipment shall be made to form a continuous conducting, ground path of low impedance for ground fault circuits and operation of the circuit protective devices within each circuit.
3. Provide grounding conductor in all raceways.
4. Ground connections with the grounding conductors shall be made at each outlet box, lighting fixture components by means of a positively secured grounding clamp, screw or clip.
5. Bonding shall be provided to assure electrical continuity and the capacity to safely conduct any fault current likely to be imposed.
6. All devices (switches, receptacles, etc.), shall be grounded to conduit system with a minimum of #14 AWG and to match circuit breaker ratings in accordance with NEC table 250.122. Ground wire shall be connected to ground screw in device and fastened to backbox with 10-32x3/8" slotted hexagon head washer face ground with green dye finish.

END OF SECTION 260000