

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

Owner Occupied Rehabilitation and Rebuilding Program (OORR)

BID PACKAGE

For

Construction of a New Foundation under a Raised Structure
and Interior Renovations

Werner Residence

34 Elaine Road

Milford, Connecticut 06460

Amaya Architects

284 Racebrook Road

Orange, Connecticut 06477

203.795.5656

Project #: 5001



Table of Contents

Section 1:

Advertisement for Bids	2
Information to Bidders	4
Bid Form	8
Irrevocable Letter of Credit (Sample Form)	10
Form of Non-Collusive Affidavit	11
Bidders Certification of Eligibility	12
Certification of General Bidders on CDBG-DR Construction Projects.....	13
Certification of Sub Bidders on CDBG-DR Construction Projects	14
Bid Bond	15
Payment and Performance Bond	16
Subcontractor Identification.....	19
Certification of Bidder Regarding Equal Employment Opportunity	20
Certification of Bidders Regarding Section 3 and Segregated Facilities	21
Sample Section 3 Plan.....	22
Green Building Standards Checklist	25

Section 2:

General Conditions

Section 3:

Specifications

DIVISION 01 - GENERAL REQUIREMENTS

Section 00015	List of Drawings
Section 00050	Hazardous Building Materials Survey
Section 00050A	Survey Hazardous Building materials-34 Elaine Road
Section 00100	Boring Reports
Section 00100A	Boring Report Log – 34 Elaine Road
Section 01200	Examination of Premises and Assumption of Risks
Section 01210	Allowances
Section 01220	Unit Prices

Section 01230	Alternates
Section 01240	Procedures and Controls
Section 01260	Construction Modification Procedures
Section 01290	Payment Procedures
Section 01310	Project Management and Coordination
Section 01330	Submittal Procedures
Section 01400	Quality Requirements
Section 01420	References
Section 01500	Temporary Facilities and Controls
Section 01524	Construction Waste Management and Disposal
Section 01600	Product Requirements
Section 01700	Execution Requirement
Section 01731	Cutting and Patching
Section 01732	Selective Demolition
Section 01770	Closeout Procedures
Section 01782	Operation and Maintenance Data
Section 01783	Project Record Documents

DIVISION 02 – SITEWORK

Section 02220	Finish Grading
Section 02260	Excavation, Support and Protection
Section 02300	Earthwork

DIVISION 03 - CONCRETE

Section 03300	Cast-In-Place Concrete

DIVISION 04 - MASONRY

Not Used

DIVISION 05 - METALS

Not Used

DIVISION 06 - WOOD AND PLASTICS

Section 06100	Rough Carpentry
Section 06160	Sheathing
Section 06201	Exterior Finish Carpentry
Section 06202	Interior Finish Carpentry

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07210	Building Insulation
Section 07620	Sheet Metal Flashing and Trim
Section 07841	Penetration Firestopping
Section 07920	Joint Sealants

DIVISION 08 - OPENINGS

Section 08230 Fiberglass Entrance Doors
Section 08710 Door Hardware

DIVISION 09 - FINISHES

Section 09250 Gypsum Board
Section 09900 Painting

DIVISION 10 - SPECIALTIES

Not Used

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING SYSTEMS

Not Used

DIVISION 15 - MECHANICAL

Specifications on Drawings

DIVISION 16 - ELECTRICAL

Specifications on Drawings

END OF DOCUMENT 00010

Section 1

ADVERTISEMENT FOR BIDS

Project # **Werner Residence**

DOH # **5001**

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 **Werner Residence, 34 Elaine Road, Milford, Connecticut 06460 – Project Number 5001** for the Construction of a New Foundation under a Raised Structure and Interior Renovations will be received by **Amaya Architects, 284 Racebrook Road, Orange, Connecticut 06477** until **4:00 o'clock PM on Monday the 23rd of February 2015**, 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.

Copies of Drawings and Specifications may be downloaded directly from the Department of Housing website under Hurricane Sandy Recovery - Advertisement for Bids. Copies are also available for purchase at Milford Blueprint and Curry Copy Center – both of which are located on Boston Post Road in Milford, Connecticut

DOH reserves the right to waive any informalities or to reject any or all bids.

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.

No bidder may withdraw his bid within 30 calendar days after the actual date of the bid opening thereof.

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 Amaya Architects, 284 Racebrook Road, Orange, Connecticut 06477 until 4:00 o'clock PM on Monday the 23rd of February 2015** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: **Amaya Architects at 284 Racebrook Road, Orange, Connecticut 06477** and designated as bid for **Construction of the Werner Residence Foundation and Interior Renovations, 34 Elaine Road, Milford, Connecticut 06460 – Project Number 5001.**

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 o'clock AM on Monday the 9th of February 2015 at 34 Elaine Road, Milford, Connecticut.**

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 Pre-qualifications 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: **Rafael Amaya at Amaya Architects – email ramayarchitects@aol.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 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. 5001** and Addenda No. _____ and _____ thereto, as prepared by **Amaya Architects, 284 Racebrook Road, Orange, Connecticut 06477**, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment, and related items required for the proposed construction including general construction, site improvements, plumbing, heating, electrical, and finish items for said **Project No. 5001 located at 34 East Avenue in Milford, State of Connecticut**, all in accordance with the Drawings and Specifications, for the sum of:

_____ Dollars (\$ _____)

ALTERNATE PROPOSALS

The undersigned bidder further proposes and agrees that should any or all of the following Alternates 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 Alternate. All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be in-place prices.

Alternates

No. _____ \$

No. _____ \$

No. _____ \$

No. _____ \$

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 after receipt of the Building Permit.

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.

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 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 _____, 2015.

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.

Principal (L.S)

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.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____.

_____	_____
Principal	Surety

_____	_____
Name and Title	

(Signatures must be notarized.)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charge is \$_____.

(The above is to be filled in by Surety Company.)

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)

☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Hasidic Jew
☐ 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)

☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Hasidic Jew
☐ 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)

☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Hasidic Jew
☐ 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 A

Proposed Subcontracts Breakdown

For Period Covering _____, 20____ Through _____, 20____
(Duration of CDBG-DR OORR Assisted Project)

Column 1	Column 2	Column3	Column 4	Column 5
Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*The Project Area is defined as the Town/City boundaries in which the assisted project resides.

Company

Project Name/Residence

Project Number

EEO Officer or Designee's Signature

Date

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.

Table of Contents					
Clause		Page	Clause		Page
1.	Definitions	2		Administrative Requirements	
2.	Contractor's Responsibility for Work	2	24.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	3	25.	Order of Precedence	9
4.	Other Contracts	3	26.	Payments	9
	Construction Requirements		27.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	28.	Changes	10
6.	Site Investigation and Conditions Affecting the Work	3	29.	Suspension of Work	11
7.	Differing Site Conditions	3	30.	Disputes	11
8.	Specifications and Drawings for Construction	4	31.	Default	11
9.	Material and Workmanship	4	32.	Liquidated Damages	12
10.	Permits and Codes	5	33.	Termination of Convenience	12
11.	Health, Safety, and Accident Prevention	5	34.	Assignment of Contract	12
12.	Temporary Buildings and Transportation Materials	6	35.	Insurance	13
13.	Availability and Use of Utility Services	6	36.	Subcontracts	12
14.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	37.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Temporary Buildings and Transportation Materials	6	38.	Equal Employment Opportunity	13
16.	Clean Air and Water	7	39.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Energy Efficiency	7	40.	Interest of Members of Congress	14
18.	Green Building Standards	7	41.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	14
19.	Inspection and Acceptance of Construction	7	42.	Limitations on Payments Made to Influence	14
20.	Use and Possession Prior to Completion	8	44.	Royalties and Patents	15
21.	Warranty of Title	8	44.	Examination and Retention of Contractor's Records	15
22.	Warranty of Construction	8	45.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Prohibition Against Liens	8	46.	Non-Federal Prevailing Wage Rates	18
.			47.	Procurement of Recovered Materials	18

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 nowise 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 contract 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 3: Specifications

Attachment I: Flood Contingency Plan

**Department of Economic and Community Development (DECD)
State Historic Preservation Office (SHPO)
and
Department of Housing (DOH)**

Flood Management General Certification for Disaster Recovery Activities

Flood Contingency Plan Requirements

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:

- A description of the means by which the Contractor will remove from within the floodplain, 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.
- Provisions for notifying workers engaged in work of an impending storm.
- Provisions for securing work in progress prior to a major storm.
- 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. DECD's and/or DOH's applicant shall be responsible for locating the 500-year floodplain elevation with help of actual ground survey. No storage of construction equipment and/or material will occur within the floodplain unless such equipment 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.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

DOCUMENT 00000B – BID BREAKDOWN

1.	General Conditions	\$ _____
2.	Site Work	\$ _____
3.	Concrete (Include Helical Piles if applicable)	\$ _____
4.	Masonry Work	\$ _____
5.	Metal and Steel Work	\$ _____
6.	Carpentry	\$ _____
7.	Thermal and Moisture Protection	\$ _____
8.	Doors and Windows	\$ _____
9.	Interior Finishes	\$ _____
10.	Plumbing	\$ _____
11.	Mechanical	\$ _____
12.	Electrical	\$ _____
13.	Allowances	
	Kitchen Cabinets	\$ 6,000.00
	Bath Cabinets	\$ 1,500.00
	Interior Flooring	\$ 9,000.00
	Kitchen Appliances	\$ 4,500.00
	Bathroom Accessories	\$ 400.00
TOTAL BASE BID		\$ _____

END OF DOCUMENT 00000B

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

Owner Occupied Rehabilitation and Rebuilding Program (OORR)

BID PACKAGE

For

Construction of a New Foundation under a Raised Structure
and Interior Renovations

Werner Residence

34 Elaine Road

Milford, Connecticut 06460

Amaya Architects

284 Racebrook Road

Orange, Connecticut 06477

203.795.5656

Project #: 5001



Table of Contents

Section 1:

Advertisement for Bids	2
Information to Bidders	4
Bid Form	8
Irrevocable Letter of Credit (Sample Form)	10
Form of Non-Collusive Affidavit	11
Bidders Certification of Eligibility	12
Certification of General Bidders on CDBG-DR Construction Projects.....	13
Certification of Sub Bidders on CDBG-DR Construction Projects	14
Bid Bond	15
Payment and Performance Bond	16
Subcontractor Identification.....	19
Certification of Bidder Regarding Equal Employment Opportunity	20
Certification of Bidders Regarding Section 3 and Segregated Facilities	21
Sample Section 3 Plan.....	22
Green Building Standards Checklist	25

Section 2:

General Conditions

Section 3:

Specifications

DIVISION 01 - GENERAL REQUIREMENTS

Section 00015	List of Drawings
Section 00050	Hazardous Building Materials Survey
Section 00050A	Survey Hazardous Building materials-34 Elaine Road
Section 00100	Boring Reports
Section 00100A	Boring Report Log – 34 Elaine Road
Section 01200	Examination of Premises and Assumption of Risks
Section 01210	Allowances
Section 01220	Unit Prices

Section 01230	Alternates
Section 01240	Procedures and Controls
Section 01260	Construction Modification Procedures
Section 01290	Payment Procedures
Section 01310	Project Management and Coordination
Section 01330	Submittal Procedures
Section 01400	Quality Requirements
Section 01420	References
Section 01500	Temporary Facilities and Controls
Section 01524	Construction Waste Management and Disposal
Section 01600	Product Requirements
Section 01700	Execution Requirement
Section 01731	Cutting and Patching
Section 01732	Selective Demolition
Section 01770	Closeout Procedures
Section 01782	Operation and Maintenance Data
Section 01783	Project Record Documents

DIVISION 02 – SITEWORK

Section 02220	Finish Grading
Section 02260	Excavation, Support and Protection
Section 02300	Earthwork

DIVISION 03 - CONCRETE

Section 03300	Cast-In-Place Concrete

DIVISION 04 - MASONRY

Not Used

DIVISION 05 - METALS

Not Used

DIVISION 06 - WOOD AND PLASTICS

Section 06100	Rough Carpentry
Section 06160	Sheathing
Section 06201	Exterior Finish Carpentry
Section 06202	Interior Finish Carpentry

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07210	Building Insulation
Section 07620	Sheet Metal Flashing and Trim
Section 07841	Penetration Firestopping
Section 07920	Joint Sealants

DIVISION 08 - OPENINGS

Section 08230 Fiberglass Entrance Doors
Section 08710 Door Hardware

DIVISION 09 - FINISHES

Section 09250 Gypsum Board
Section 09900 Painting

DIVISION 10 - SPECIALTIES

Not Used

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING SYSTEMS

Not Used

DIVISION 15 - MECHANICAL

Specifications on Drawings

DIVISION 16 - ELECTRICAL

Specifications on Drawings

END OF DOCUMENT 00010

Section 1

ADVERTISEMENT FOR BIDS

Project # **Werner Residence**

DOH # **5001**

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 **Werner Residence, 34 Elaine Road, Milford, Connecticut 06460 – Project Number 5001** for the Construction of a New Foundation under a Raised Structure and Interior Renovations will be received by **Amaya Architects, 284 Racebrook Road, Orange, Connecticut 06477** until **4:00 o'clock PM on Monday the 23rd of February 2015**, 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.

Copies of Drawings and Specifications may be downloaded directly from the Department of Housing website under Hurricane Sandy Recovery - Advertisement for Bids. Copies are also available for purchase at Milford Blueprint and Curry Copy Center – both of which are located on Boston Post Road in Milford, Connecticut

DOH reserves the right to waive any informalities or to reject any or all bids.

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.

No bidder may withdraw his bid within 30 calendar days after the actual date of the bid opening thereof.

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 Amaya Architects, 284 Racebrook Road, Orange, Connecticut 06477 until 4:00 o'clock PM on Monday the 23rd of February 2015** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: **Amaya Architects at 284 Racebrook Road, Orange, Connecticut 06477** and designated as bid for **Construction of the Werner Residence Foundation and Interior Renovations, 34 Elaine Road, Milford, Connecticut 06460 – Project Number 5001.**

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 o'clock AM on Monday the 9th of February 2015 at 34 Elaine Road, Milford, Connecticut.**

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 Pre-qualifications 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: **Rafael Amaya at Amaya Architects – email ramayarchitects@aol.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 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. 5001** and Addenda No. _____ and _____ thereto, as prepared by **Amaya Architects, 284 Racebrook Road, Orange, Connecticut 06477**, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment, and related items required for the proposed construction including general construction, site improvements, plumbing, heating, electrical, and finish items for said **Project No. 5001 located at 34 East Avenue in Milford, State of Connecticut**, all in accordance with the Drawings and Specifications, for the sum of:

_____ Dollars (\$ _____)

ALTERNATE PROPOSALS

The undersigned bidder further proposes and agrees that should any or all of the following Alternates 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 Alternate. All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be in-place prices.

Alternates

No. _____ \$

No. _____ \$

No. _____ \$

No. _____ \$

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 after receipt of the Building Permit.

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.

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 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 _____, 2015.

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.

Principal (L.S)

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.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____.

_____	_____
Principal	Surety

_____	_____
Name and Title	

(Signatures must be notarized.)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charge is \$_____.

(The above is to be filled in by Surety Company.)

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)

☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Hasidic Jew
☐ 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)

☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Hasidic Jew
☐ 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)

☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Hasidic Jew
☐ 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 A

Proposed Subcontracts Breakdown

For Period Covering _____, 20____ Through _____, 20____
(Duration of CDBG-DR OORR Assisted Project)

Column 1	Column 2	Column3	Column 4	Column 5
Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*The Project Area is defined as the Town/City boundaries in which the assisted project resides.

Company

Project Name/Residence

Project Number

EEO Officer or Designee's Signature

Date

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.

Table of Contents					
Clause		Page	Clause		Page
1.	Definitions	2		Administrative Requirements	
2.	Contractor's Responsibility for Work	2	24.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	3	25.	Order of Precedence	9
4.	Other Contracts	3	26.	Payments	9
	Construction Requirements		27.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	28.	Changes	10
6.	Site Investigation and Conditions Affecting the Work	3	29.	Suspension of Work	11
7.	Differing Site Conditions	3	30.	Disputes	11
8.	Specifications and Drawings for Construction	4	31.	Default	11
9.	Material and Workmanship	4	32.	Liquidated Damages	12
10.	Permits and Codes	5	33.	Termination of Convenience	12
11.	Health, Safety, and Accident Prevention	5	34.	Assignment of Contract	12
12.	Temporary Buildings and Transportation Materials	6	35.	Insurance	13
13.	Availability and Use of Utility Services	6	36.	Subcontracts	12
14.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	37.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Temporary Buildings and Transportation Materials	6	38.	Equal Employment Opportunity	13
16.	Clean Air and Water	7	39.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Energy Efficiency	7	40.	Interest of Members of Congress	14
18.	Green Building Standards	7	41.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	14
19.	Inspection and Acceptance of Construction	7	42.	Limitations on Payments Made to Influence	14
20.	Use and Possession Prior to Completion	8	44.	Royalties and Patents	15
21.	Warranty of Title	8	44.	Examination and Retention of Contractor's Records	15
22.	Warranty of Construction	8	45.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Prohibition Against Liens	8	46.	Non-Federal Prevailing Wage Rates	18
.			47.	Procurement of Recovered Materials	18

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 nowise 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 contract 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 3: Specifications

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

DOCUMENT 00015 - LIST OF DRAWINGS

CS	COVER SHEET
T1	TITLE SHEET

SITE DRAWINGS

C1	EXISTING SITE PLAN PROPOSED SITE PLAN

ARCHITECTURAL

R1	REMOVAL PLANS
A1	FIRST FLOOR PLANS
A2	SECOND FLOOR PLAN AND ROOF PLAN
	WALL TYPES
A3	ELEVATIONS
A4	BUILDING SECTIONS
A5	DETAILS
A6	WINDOW & DOOR SCHEDULES AND DETAILS
	FINISH SCHEDULE
A7	ENLARGED PLANS INTERIOR ELEVATION & DETAILS

STRUCTURAL

S-1	STRUCTURAL NOTES
S-2	STRUCTURAL DETAILS
S-3	STRUCTURAL PLANS
S-4	STRUCTURAL DETAILS

MEP DRAWINGS

P-1	PLUMBING PLANS
P-2	PLUMBING PLANS
M-1	MECHANICAL PLANS
E-1	ELECTRICAL PLANS
E-2	ELECTRICAL PLANS
SP-1	MEP SPECIFICATIONS

END OF DOCUMENT 00015

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

DOCUMENT 00050 – Hazardous Building Materials Survey



May 12, 2014

Amaya Architects
284 Racebrook Rd
Orange, CT 06477

Attn: Rafael Amaya

RE: Hazardous Building Materials Survey for Proposed Renovations
Location: 34 Elaine Rd, Milford, CT
LEA Comm. No. 01MH4.16

Dear Mr. Amaya:

In accordance with our proposal, Loureiro Engineering Associates, Inc (Loureiro) conducted bulk material sampling and analysis of accessible suspect asbestos-containing materials (ACM's), lead-based paint testing and radon air testing in the dwelling located at 34 Elaine Rd, Milford, Connecticut on May 2, 2014. The purpose of the bulk sampling and analysis was to sample suspect materials prior to the continued renovations to and disposal of resultant debris from the site structure.

Please refer to Appendix A through B for analytical results and chain of custody forms.

If you have any questions as you review the report, please contact me at 860-410-2945.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

Brett Nicholas
Industrial Hygienist

Jamie Roche
Director, Environmental Services

Enclosures:

- Appendix A Asbestos Laboratory Analysis Data
- Appendix B Radon Air Testing Results
- Appendix C Staff and Laboratory Certifications

Loureiro Engineering Associates, Inc.

100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • www.Loureiro.com

An Employee-Owned Company

1.00 INTRODUCTION

1.1 Purpose

Loureiro was retained by Amaya Architects to conduct bulk material sampling and analysis of accessible suspect asbestos-containing materials (ACM's), test surfaces for lead-based paint and radon air testing in the dwelling as needed that may be impacted by the proposed renovation of said dwelling. The asbestos inspection was completed in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAPS) 40 CFR part 61.

1.2 Special Terms and Conditions

Loureiro was contracted to perform an investigative survey of all accessible interior and exterior spaces. These areas included the living spaces, attic, basement crawl space, porches, exterior areas and accessible roofing. Estimated quantities and approximate locations of ACM's as presented were based on the visual observations at the time of the survey. Visual observations were made to determine ACM quantities. Every attempt was made to locate all suspect materials. However, additional materials may be discovered above or behind fiberglass batting or inside exterior debris piles during continued demolition or renovation. Loureiro performed limited destructive investigation for verification of any additional suspect materials. Most building materials had already been removed and was observed as debris scattered through the site.

2.0 ASBESTOS INVESTIGATIVE SURVEY

2.1 General Summary

The following asbestos survey section presents the survey results, methods, and conclusions based on survey findings. A summary of material descriptions, locations and quantities are presented in Table 1, below. Laboratory results are found in Appendix A.

2.2 Methodology

As required by the U.S. Occupational Safety & Health Administration (OSHA), the U.S. Environmental Protection Agency (EPA), and the State of Connecticut Department of Public Health (DPH), sampling was performed by an EPA AHERA-accredited and DPH-certified asbestos inspector (see Appendix C). Sampling was done in a manner to prevent airborne fiber release. Samples were placed in appropriately labeled containers that were sealed and submitted to the laboratory for analysis. The samples were submitted for petrographic analysis using the EPA-endorsed Polarized Light Microscopy with Dispersion Staining (PLM/DS) method. The percentage of asbestos present in each sample was determined by the visual area estimation technique.

Samples were collected using a wet technique to prevent airborne fiber release. Each suspect material was sampled using a knife to cut through its entire thickness to ensure that a complete cross section was obtained. The sample was then placed in an appropriately labeled container, which was sealed and submitted to the laboratory for analysis.

Samples were submitted for petrography analysis using the EPA-endorsed Polarized Light Microscopy with Dispersion Staining (PLM/DS) method. The percentage of asbestos present in each sample was determined by the visual area estimation technique.

2.3 *Results of Sampling and Analysis for Asbestos*

The table below illustrates each type of suspect asbestos-containing material identified, whether the materials are classified as ACM or not ACM based upon the analytical results and the bulk sample chain of custody forms:

Table 1 – ACM Summary

Sample	Description	Location	Quantity	Results
1a,b,c	Sheetrock Debris	Exterior Debris	N/A	Non-Detect
2a,b,c	Tar Paper Wrap (under Tyvek)	Exterior	N/A	Non-Detect
3a,b,c	Grey Asphalt Roof Shingle Debris	Exterior Debris	N/A	Non-Detect
4a,b,c	Tar Paper Roofing Debris	Exterior Debris	N/A	Non-Detect
5a,b,c	Grey Mud-set on OSB Sub Floor Debris	Exterior Debris	N/A	Non-Detect
6a,b,c	Red Adhesive under OSB Sub Floor Debris	Exterior Debris and Interior	N/A	Non-Detect
7a,b,c	Black Tar-Backed Paper on Fiberglass Batting	Interior	N/A	Non-Detect
8a,b,c	White Adhesive on Counter Tops	Interior	N/A	Non-Detect
9a,b,c	Grey Asphalt Roof Shingle	Roof (Intact)	N/A	Non-Detect
10a,b,c	Tar Paper under Grey Asphalt Roof Shingle	Roof (Intact)	N/A	Non-Detect
11a,b,c	Joint Compound	Interior Southeast	N/A	Non-Detect
12a,b,c	Sheetrock Joint Tape	Interior Southeast	N/A	Non-Detect

Please refer to the Appendices specific to the building on the site. Laboratory results and chain of custody forms are included.

3.0 LEAD-BASED PAINT SURVEY

The Lead-based paint survey was conducted with an XRF direct reading instrument in accordance with the Department of Housing & Urban Development (HUD) testing guidelines. These protocols were developed for residential or day care facilities and were adopted by the Connecticut Childhood Lead Poisoning Prevention Regulations (CLPPR). The Lead-paint reports were prepared using the CLPPR threshold of 1 mg/cm². Although most surface paints are reported as below the threshold of 1.0 mg/cm², the instrument recorded a result that indicates lead was present in limited locations but below the CLPPR threshold of 1.0. mg/cm².

The State of Connecticut and the U.S. Department of Housing and Urban Development (HUD) have developed technical guidelines for testing, abatement, cleanup, and disposal of lead-based paint in specific types of buildings such as public and Indian housing, and locations where children below the age of six years old reside. These guidelines define the regulated level of lead paint (Toxic Level of Lead) as paint containing greater than 1.0 milligrams lead per square centimeter (mg/cm²) of surface as measured on-site by an X-ray fluorescent analyzer or more than 0.50 percent lead by dry weight as measured by Atomic Absorption Spectrometry (AAS).

For the purposes of this report, all paints containing detectable amounts of lead are considered lead-based paints. This action is taken because OSHA regulates lead in construction based on airborne exposures and it cannot be ensured that lead paint with concentrations of lead less than 1.0 mg/cm² or 0.50% mass will not result in exposures exceeding the OSHA standard.

The table 2 illustrates confirmed locations with detectable amounts of lead:

Table 2 – Lead Paint - XRF Results

Room / Area	Component	Side	Paint Color	Substrate (Condition)	Results (mg/cm ²)
Former Kitchen	Beadboard (Ceiling)	East	Grey	Wood (Intact)	>5.0
Former Kitchen	Double Top Plate	East	Grey	Wood (Intact)	>5.0
Former Kitchen	Ceiling	Southeast	White	Sheetrock (Intact)	0.0
East Side (Interior)	Framing Studs	East	Beige	Wood (Intact)	1.38
North Side (Interior)	Beadboard (Wall)	North	Light Blue / Green	Wood (Intact)	1.14
North Side (Interior)	Beadboard (Wall)	North	Dark Blue	Wood (Intact)	1.47

South Side (Interior)	Beadboard (Wall)	South	Blue	Wood (Deteriorated)	1.19
South Side (Interior)	Double Top Plate	South	Red	Wood (Deteriorated)	2.31
South Side (Interior)	Beadboard (Wall)	South	Green	Wood (Deteriorated)	>5.0
Perimeter (Interior)	Double Top Plate	-	Beige	Wood (Intact)	1.87
Exterior Perimeter	Eaves	South	Red	Wood (Deteriorated)	>5.0
Exterior Perimeter	Eaves	Southeast	Red	Wood (Deteriorated)	>5.0
West Storage Shed	Access Ramp	-	Beige	Wood (Intact)	0.0
Debris - Northwest	6"x6" Structural Columns (Debris)	-	Light Blue	Wood (Intact)	0.0

4.0 RADON TESTING

Radon is an odorless, tasteless and invisible gas produced by the decay of naturally occurring uranium in soil and water. Radon is a form of ionizing radiation and a proven carcinogen. Lung cancer is the only known effect on human health from exposure to radon in air. Thus far, there is no evidence that children are at greater risk of lung cancer than are adult. EPA recommends homes be mitigated if the radon level is 4.0 pCi/L (picocuries per liter) or more. Laboratory results are found in Appendix C.

Radon gas typically moves up through the ground to the air above and into a building through cracks and other holes in the foundation. Radon mitigation may involve sealing the routes of entry or installing sub-slab ventilation systems.

Table 3 – Radon Summary Results – Basement

Sample Number	Area	Sample Result
157653	Basement Crawl Space	0.3 pCi/L
157670	Basement Crawl Space	0.2 pCi/L

A standard recommendation by the EPA to reduce Radon gas migration into homes is to caulk all joints and stress fractures or cracks in all slab and concrete foundations. Prior to our testing, the basement crawl space of the dwelling had a dirt floor and various cracks and gaps in the block wall foundation. Most basement windows were found to be missing as well.

This round of Radon testing indicates that the basement is below the EPA 4.0 pCi/L threshold.

Radon gas concentrations can vary dependant upon other environmental factors such as barometric pressure, and Loureiro recommends retesting every two years. Loureiro also recommends that any cracks or gaps in the foundation be inspected on an annual basis and resealed as necessary.

5.0 RECOMMENDATIONS

In accordance with the OSHA regulations (29 CFR Part 1926.1101 and 1910.1001), all potential contractors bidding on work must first be informed of the results of this survey. In addition, notification regarding the presence of the ACM must be provided to all employees and tenants who occupy an area containing ACM.

All materials identified as negative for asbestos may be removed at will and disposed of as standard construction debris as long as they do not impact or disturb identified asbestos materials.

At the time of the initial site visits, no mold was either seen or smelled by Loureiro. Swab testing for mold spore presence was thus not performed.

During any renovation or demolition process, safe work procedures must be implemented by properly lead-paint trained workers employed by contractors to address worker protection, lead exposure controls, waste stream management, and ambient air quality monitoring. Specifically, contractors will be required to comply with all applicable OSHA regulations including 29 CFR 1926.62, "Lead Exposure in Construction: Interim Final Rule" and 29 CFR 1926.59, "Hazard Communication for the Construction Industry". In addition, pre-disposal lead-waste testing requirements must be complied with.

Per the HUD and Connecticut regulations Toxic Levels of lead-paint ($>1.0 \text{ mg/cm}^2$) were identified in the dwelling tested. Measurable levels of lead were detected in painted surfaces. OSHA regulations require personal protective equipment (PPE) or proper engineering controls for procedures such as dry scraping or sanding that may generate lead emissions. Loureiro recommends wet sanding or the use of local exhaust ventilation with High Efficiency Particulate Air (HEPA) filtration during preparation procedures prior to repainting.

Lead-Painted Components	Quantity	Per unit abatement cost estimate	Total Abatement Cost
Double Top Plates (Grey, Beige and Red)	140 L.F.	\$6 / S.F.	\$840
Beadboard (All colors and locations)	280 S.F.	\$8 / S.F.	\$2,240
Eaves (Red and White)	200 S.F.	\$6 / S.F.	\$1,200
Consulting Fees			\$2,000
		TOTAL	\$6,280

Appendix A

Asbestos Laboratory Analysis Data

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4, Wallingford, CT 06492

Phone/Fax: 203-284-5948 / (203) 284-5978

<http://www.EMSL.com>wallingfordlab@emsl.com

EMSL Order: 241401603

CustomerID: LOUR62

CustomerPO:

ProjectID:

Attn: **Jamie Roche**
Loureiro Engineering Associates, Inc.
100 Northwest Drive
Plainville, CT 06062

Phone: (860) 747-6181
Fax: (860) 747-8822
Received: 05/05/14 10:10 AM
Analysis Date: 5/6/2014
Collected: 5/2/2014

Project: **01MH4.16 (34 ELAINE, MILFORD)**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
050214-1A 241401603-0001	Exterior (debris) - sheetrock debris	White Non-Fibrous Homogeneous	<1% Cellulose <1% Glass	45% Ca Carbonate 55% Non-fibrous (other)	None Detected
050214-1B 241401603-0002	Exterior (debris) - sheetrock debris	White Fibrous Homogeneous	<1% Cellulose <1% Glass	55% Ca Carbonate 45% Non-fibrous (other)	None Detected
050214-1C 241401603-0003	Exterior (debris) - sheetrock debris	White Fibrous Homogeneous	3% Glass 2% Cellulose	30% Gypsum 65% Non-fibrous (other)	None Detected
050214-2A 241401603-0004	Exterior - tar paper wrap (under Tyvek)	Brown Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (other)	None Detected
050214-2B 241401603-0005	Exterior - tar paper wrap (under Tyvek)	Black Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (other)	None Detected
050214-2C 241401603-0006	Exterior - tar paper wrap (under Tyvek)	Black Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (other)	None Detected
050214-3A 241401603-0007	Exterior (debris) - grey asphalt roof shingles (debris)	Black Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (other)	None Detected
050214-3B 241401603-0008	Exterior (debris) - grey asphalt roof shingles (debris)	Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (other)	None Detected

Analyst(s)

Edward Leary (9)

Renaldo Drakes (12)

Kristin Lopez (15)

Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 05/06/2014 17:23:44

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4, Wallingford, CT 06492

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<http://www.EMSL.com> wallingfordlab@emsl.com

EMSL Order: 241401603

CustomerID: LOUR62

CustomerPO:

ProjectID:

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100 Northwest Drive
Plainville, CT 06062

Phone: (860) 747-6181
Fax: (860) 747-8822
Received: 05/05/14 10:10 AM
Analysis Date: 5/6/2014
Collected: 5/2/2014

Project: 01MH4.16 (34 ELAINE, MILFORD)

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			%	Fibrous	%	Type
050214-3C 241401603-0009	Exterior (debris) - grey asphalt roof shingles (debris)	Black Fibrous Homogeneous	12%	Glass	15% Ca Carbonate 73% Non-fibrous (other)	None Detected
050214-4A 241401603-0010	Exterior (debris) - tar paper roofing debris	Black Fibrous Homogeneous	70%	Cellulose	30% Non-fibrous (other)	None Detected
050214-4B 241401603-0011	Exterior (debris) - tar paper roofing debris	Black Fibrous Homogeneous	70%	Cellulose	30% Non-fibrous (other)	None Detected
050214-4C 241401603-0012	Exterior (debris) - tar paper roofing debris	Black Fibrous Homogeneous	65%	Cellulose	35% Non-fibrous (other)	None Detected
050214-5A 241401603-0013	Exterior (debris) - grey mud set on OSB sub-floor	Gray Non-Fibrous Homogeneous	<1%	Cellulose Fibrous (other)	15% Quartz 45% Ca Carbonate 40% Non-fibrous (other)	None Detected
050214-5B 241401603-0014	Exterior (debris) - grey mud set on OSB sub-floor	Gray Non-Fibrous Homogeneous			15% Quartz 45% Ca Carbonate 40% Non-fibrous (other)	None Detected
050214-5C 241401603-0015	Exterior (debris) - grey mud set on OSB sub-floor	Gray Non-Fibrous Homogeneous			25% Quartz 40% Ca Carbonate 35% Non-fibrous (other)	None Detected

Analyst(s)

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Renaldo Drakes (12)

Kristin Lopez (15)

Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 05/06/2014 17:23:44

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4, Wallingford, CT 06492

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<http://www.EMSL.com> wallingfordlab@emsl.com

EMSL Order: 241401603

CustomerID: LOUR62

CustomerPO:

ProjectID:

Attn: **Jamie Roche**
Loureiro Engineering Associates, Inc.
100 Northwest Drive
Plainville, CT 06062

Phone: (860) 747-6181
Fax: (860) 747-8822
Received: 05/05/14 10:10 AM
Analysis Date: 5/6/2014
Collected: 5/2/2014

Project: 01MH4.16 (34 ELAINE, MILFORD)

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
050214-6A 241401603-0016	Exterior and interior (debris) - red/beige adhesive under OSB sub-floor	Tan Non-Fibrous Homogeneous	10% Cellulose	20% Ca Carbonate 70% Non-fibrous (other)		None Detected
050214-6B 241401603-0017	Exterior and interior (debris) - red/beige adhesive under OSB sub-floor	Tan Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (other)		None Detected
050214-6C 241401603-0018	Exterior and interior (debris) - red/beige adhesive under OSB sub-floor	Tan Non-Fibrous Homogeneous	<1% Cellulose	35% Ca Carbonate 65% Non-fibrous (other)		None Detected
050214-7A 241401603-0019	Interior - black tar-backed paper on fiberglass batting	Brown/Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (other)		None Detected
050214-7B 241401603-0020	Interior - black tar-backed paper on fiberglass batting	Brown/Black Fibrous Homogeneous	80% Cellulose <1% Glass	20% Non-fibrous (other)		None Detected
050214-7C 241401603-0021	Interior - black tar-backed paper on fiberglass batting	Brown/Black Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (other)		None Detected
050214-8A 241401603-0022	Interior - white adhesive (for counter tops)	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)		None Detected

Analyst(s)

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Renaldo Drakes (12)

Kristin Lopez (15)

Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 05/06/2014 17:23:44

**EMSL Analytical, Inc.**

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EMSL Order: 241401603

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Attn: **Jamie Roche**
Loureiro Engineering Associates, Inc.
100 Northwest Drive
Plainville, CT 06062

Phone: (860) 747-6181
Fax: (860) 747-8822
Received: 05/05/14 10:10 AM
Analysis Date: 5/6/2014
Collected: 5/2/2014

Project: 01MH4.16 (34 ELAINE, MILFORD)

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			%	Fibrous	%	Type
050214-8B 241401603-0023	Interior - white adhesive (for counter tops)	White Non-Fibrous Homogeneous	<1%	Cellulose	100% Non-fibrous (other)	None Detected
050214-8C 241401603-0024	Interior - white adhesive (for counter tops)	White Non-Fibrous Homogeneous	<1%	Cellulose	100% Non-fibrous (other)	None Detected
050214-9A 241401603-0025	Roof - grey asphalt roof shingle	Black Non-Fibrous Homogeneous	12%	Glass	15% Ca Carbonate 73% Non-fibrous (other)	None Detected
050214-9B 241401603-0026	Roof - grey asphalt roof shingle	Black Non-Fibrous Homogeneous	14%	Glass	15% Ca Carbonate 71% Non-fibrous (other)	None Detected
050214-9C 241401603-0027	Roof - grey asphalt roof shingle	Black Fibrous Homogeneous	12%	Glass	5% Ca Carbonate 83% Non-fibrous (other)	None Detected
050214-10A 241401603-0028	Roof - tar rubber under samples #9A-9C	Black Non-Fibrous Homogeneous	<1%	Cellulose	100% Non-fibrous (other)	None Detected
050214-10B 241401603-0029	Roof - tar rubber under samples #9A-9C	Black Non-Fibrous Homogeneous			100% Non-fibrous (other)	None Detected
050214-10C 241401603-0030	Roof - tar rubber under samples #9A-9C	Black Non-Fibrous Homogeneous			100% Non-fibrous (other)	None Detected

Analyst(s)

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Kristin Lopez (15)

Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 05/06/2014 17:23:44

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4, Wallingford, CT 06492

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<http://www.EMSL.com>wallingfordlab@emsl.com

EMSL Order: 241401603

CustomerID: LOUR62

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Attn: **Jamie Roche**
Loureiro Engineering Associates, Inc.
100 Northwest Drive
Plainville, CT 06062

Phone: (860) 747-6181
Fax: (860) 747-8822
Received: 05/05/14 10:10 AM
Analysis Date: 5/6/2014
Collected: 5/2/2014

Project: 01MH4.16 (34 ELAINE, MILFORD)

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
050214-11A 241401603-0031	Interior southeast - joint compound	White Non-Fibrous Homogeneous	<1% Cellulose	25% Ca Carbonate 75% Non-fibrous (other)		None Detected
050214-11B 241401603-0032	Interior southeast - joint compound	White Non-Fibrous Homogeneous	<1% Cellulose	30% Ca Carbonate 70% Non-fibrous (other)		None Detected
050214-11C 241401603-0033	Interior southeast - joint compound	White Non-Fibrous Homogeneous	<1% Cellulose	40% Ca Carbonate 60% Non-fibrous (other)		None Detected
050214-12A 241401603-0034	Interior southeast - sheetrock joint tape	White Fibrous Homogeneous	100% Cellulose	0% Non-fibrous (other)		None Detected
050214-12B 241401603-0035	Interior southeast - sheetrock joint tape	White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (other)		None Detected
050214-12C 241401603-0036	Interior southeast - sheetrock joint tape	White Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (other)		None Detected

Analyst(s)

Edward Leary (9)

Renaldo Drakes (12)

Kristin Lopez (15)

Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 05/06/2014 17:23:44

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

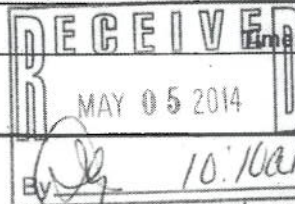
Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

241401603

 EMSL ANALYTICAL, INC.
 4 FAIRFIELD BLVD
 WALLINGFORD, CT 06492
 PHONE: (203) 284-5948
 FAX: (203) 284-5978

Company : Loureiro Engineering Associates, Inc		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 100 Northwest Dr		Third Party Billing requires written authorization from third party	
City: Plainville	State/Province: CT	Zip/Postal Code: 06062	Country: US
Report To (Name): Jamie Roche		Telephone #: 860-410-2945	
Email Address: jaroche@Loureiro.com		Fax #: 860-747-8822	Purchase Order:
Project Name/Number: 01M4.16 (34 Elaine, Milford)		Please Provide Results: ☐ Fax ☒ Email	
U.S. State Samples Taken: CT		CT Samples: ☐ Commercial/Taxable ☒ Residential/Tax Exempt	
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PLM - Bulk (reporting limit)		TEM - Bulk	
☒ PLM EPA 600/R-93/116 (<1%)		☐ TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
☐ PLM EPA NOB (<1%)		☐ NY ELAP Method 198.4 (TEM)	
Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)		☐ Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)		☐ TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
☐ NIOSH 9002 (<1%)		☐ TEM Qualitative via Filtration Prep Technique	
☐ NY ELAP Method 198.1 (friable in NY)		☐ TEM Qualitative via Drop Mount Prep Technique	
☐ NY ELAP Method 198.6 NOB (non-friable-NY)		Other	
☐ OSHA ID-191 Modified		☐	
☐ Standard Addition Method			
☒ Check For Positive Stop - Clearly Identify Homogenous Group		Date Sampled: 5-2-14	
Samplers Name: Brett Nicholas		Samplers Signature: [Signature]	
Sample #	HA #	Sample Location	Material Description
06214-1A		Exterior (Debris)	Sheetrock Debris
" - 1B		↓	↓
" - 1C		↓	↓
" - 2A		Exterior	Tar Paper Wrap (under Tyvek)
" - 2B		↓	↓
" - 2C		↓	↓
" - 3A		Exterior (Debris)	Grey Asphalt Roof Shingles (Debris)
" - 3B		↓	↓
" - 3C		↓	↓
Client Sample # (s): 1A - 12C		Total # of Samples: 36	
Relinquished (Client): [Signature]		Date: 5-2-14 Time: FedEx	
Received (Lab):		Date:	
Comments/Special Instructions:			





EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

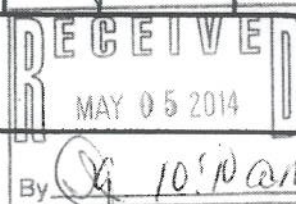
241401603

EMSL ANALYTICAL, INC.
4 FAIRFIELD BLVD
WALLINGFORD, CT 06492
PHONE: (203) 284-5948
FAX: (203) 284-5948

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
050214-4A	Tar Paper Roofing Debris	Exterior (Debris)	5-2-14
4B	↓	↓	
4C	↓	↓	
5A	Gray Mud Set on OSB Sub-Floor	Exterior (Debris)	
5B	↓	↓	
5C	↓	↓	
6A	Red/Beige Adhesive under OSB Sub-Floor	Exterior (Debris) and Interior	
6B	↓	↓	
6C	↓	↓	
7A	Black Tar-Backed Paper on Fiberglass Batting	Interior	
7B	↓	↓	
7C	↓	↓	
8A	White Adhesive (for counter tops)	↓	
8B	↓	↓	
8C	↓	↓	
9A	Grey Asphalt Roof Shingle	Roof	
9B	↓	↓	
9C	↓	↓	
10A	Tar Rubber under samples 9A-9C	↓	
10B	↓	↓	
10C	↓	↓	
11A	Joint Compound	Interior South east	
11B	↓	↓	
11C	↓	↓	
*Comments/Special Instructions:			

Page 2 of 3 pages



241401603

Page 3 Of 3

Appendix B

Radon Air Testing Results

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (800) 220-3675 / (856) 786-0327

<http://www.EMSL.com>RadonLab@emsl.com

EMSL Order: 381402246

CustomerID: LOUR62

CustomerPO:

ProjectID:

Attn: **Jamie Roche**
Loureiro Engineering Associates, Inc.
100 Northwest Drive
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Phone: (860) 747-6181
Fax: (860) 747-8822
Received: 05/07/14 3:05 PM
Analysis Date: 5/8/2014
Collected: 5/2/2014

Project: 34 Elaine Street

Test Site: 34 Elaine Street
Milford, CT 06460

Test Report: Radon in Air Test Results**Samples for EMSL Kit 93735**

Liquid Scintillation ID	Location	Radon Activity pCi/L	Start	Stop	Temperature F	Humidity %	Sample Type
157653	Basement	0.3	5/2/2014	5/5/2014	62	60	Customer
381402246-0001			9:24:00 AM	8:42:00 AM			
Sample Notes:							
157670	Basement	0.2	5/2/2014	5/5/2014	62	60	Customer
381402246-0002			9:24:00 AM	8:42:00 AM			
Sample Notes:							

Summary for EMSL kit 93735**Average Radon Result: 0.3 pCi/L**

The results indicate that both testing devices registered below the United States Environmental Protection Agency (EPA) action level of 4.0 picoCuries per liter of air (pCi/L). The EPA recommends fixing your home if the average of two short-term tests taken in the lowest lived-in level of the home show radon levels that are equal to or greater than 4.0pCi/L. The radon test was performed using a liquid scintillation radon detector/s and counted on a liquid scintillation counter using approved EPA testing protocols for Radon in Air testing. The EPA recommends retesting your home every two years.

Please contact EMSL Analytical, Inc. or your State Health Department for further information.

All procedures used for generating this report are in complete accordance with the current EPA protocols for the analysis of Radon in Air.

Report Notes

Analyst(s)

Laura Freeman (2)

Garrett A. Ray, Laboratory Manager
Certified Radon Measurement Specialist NRSB 5SS0093
NJ MES12264, FL R2001, NE 116, PA 2572

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder. The test results meets all NELAC requirements unless otherwise specified. Accreditations: NRSB ARL6006, NJ DEP 03036, MEB 92525, PA 2573, IN 00455, IA L00032, RI RAS-024, ME 20200C, NE RMB-1083, NY ELAP 10872, NM 885-10L, FL RB2034, OH RL-39, NRPP #106178AL, KS-LB-0005

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ

Initial report from 05/09/2014 12:15:49

Please visit www.radontestinglab.com

Test Report RadonMultiKit-7.26.5 Printed: 5/9/2014 12:15:49 PM

Page 1 of 1

Appendix C

Staff and Laboratory Certifications

INSTRUCTIONS:

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.

4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS LICENSED
BY THIS DEPARTMENT AS A**ASBESTOS CONSULTANT-INSPECTOR****BRETT M. NICHOLAS**

LICENSE NO.

000685

CURRENT THROUGH

07/31/14

VALIDATION NO.

03-627042

SIGNATURE

COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.

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STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A**LEAD INSPECTOR****BRETT M. NICHOLAS**

CERTIFICATION NO.

002212

CURRENT THROUGH

07/31/14

VALIDATION NO.

03-756542

SIGNATURE

COMMISSIONER

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

BRETT M. NICHOLAS

VALIDATION NO.

03-627042

LICENSE NO.

000685

CURRENT THROUGH

07/31/14

PROFESSION

ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE

COMMISSIONER

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

BRETT M. NICHOLAS

VALIDATION NO.

03-756542

CERTIFICATION NO.

002212

CURRENT THROUGH

07/31/14

PROFESSION

LEAD INSPECTOR

SIGNATURE

COMMISSIONER



National Institute of Standards & Technology

Certificate of Analysis

Standard Reference Material® 2573

Lead Paint Film

For Portable X-Ray Fluorescence Analyzers – Nominal 1.0 mg/cm²
(Color Code: Red)

This Standard Reference Material (SRM) is intended for checking the calibration of portable, hand-held, x-ray fluorescence analyzers when testing for lead in paint coatings on interior and exterior building surfaces. A unit of SRM 2573 consists of a white polyester sheet, approximately 7.6 cm wide, 10.2 cm long, and 0.2 mm thick, coated with a single, red-colored paint layer, approximately 0.04 mm thick. A blank, SRM 2570, is also provided. The blank is coated with a lead-free, lacquer layer on a white polyester sheet of the same thickness as the lead paint samples. All sheets are over-coated with a clear, thin, plastic laminate to protect the surface from abrasion. SRM 2573 and SRM 2570 are two of a set of six paint films (SRM 2570 to SRM 2575) available as SRM 2579a.

The certified values for lead for this SRM and the blank, SRM 2570, are reported in Table 1 in units of mg/cm². These values are based on measurements by isotope dilution inductively-coupled plasma mass spectrometry.

Table 1. Certified Lead Values

Level	Color Code	Lead Concentration, in mg/cm ²
SRM 2570	White (Blank)	<0.001
SRM 2573	Red	1.040 ± 0.064

The uncertainty of each certified value is expressed as an expanded uncertainty, U , at the 95 % level of confidence and is calculated according to the method described in the ISO Guide [1,2]. Because of variability in the paint film between different sheets of each SRM, the uncertainties are 95 % prediction intervals. The expanded uncertainty is calculated as $U = ku_c$, where u_c is intended to represent, at the level of one standard deviation, the combined uncertainty due to material variability and measurement uncertainty. The coverage factor, k , is determined from the Student's t -distribution corresponding to the calculated effective degrees of freedom and 95 % level of confidence.

Expiration of Certification: The certification of SRM 2573 is valid, within the measurement uncertainties specified, until **01 July 2020**, provided the SRM is handled and stored in accordance with the instructions given in this certificate (see "Instructions for Use"). The certification is nullified if the SRM is damaged, contaminated, or otherwise modified.

Maintenance of SRM Certification: NIST will monitor this SRM over the period of its certification. If substantive technical changes occur that affect the certification before the expiration of this certificate, NIST will notify the purchaser. Registration (see attached sheet) will facilitate notification.

The overall direction and coordination of the analytical measurements leading to certification were performed by G.C. Turk and J.D. Fassett of the NIST Analytical Chemistry Division. Analytical measurements were performed by K.E. Murphy, J.R. Sieber, A.F. Marlow, L.J. Wood, P.R. Seo, and M. Lankosz of the NIST Analytical Chemistry Division. The SRM was fabricated under the direction of J.R. Sieber of the NIST Analytical Chemistry Division.

Stephen A. Wise, Chief
Analytical Chemistry Division

Robert L. Watters, Jr., Chief
Measurement Services Division

Gaithersburg, MD 20899
Certificate Issue Date: 24 March 2009
See Certificate Revision History on Last Page

Statistical consultation for this SRM was provided by E.S. Lagergren and N.F. Zhang of the NIST Statistical Engineering Division.

Support aspects involved in the issuance of this SRM were coordinated through the NIST Measurement Services Division.

NOTICE AND WARNING TO USERS

NOTE: This SRM contains lead, as a lead chromate pigment, which is toxic and a suspected carcinogen to the lung and kidney. The SRM must be handled with care and disposed of according to the U.S. Environmental Protection Agency (EPA) practices and procedures.

INSTRUCTIONS FOR USE

The SRM sheet must first be removed from the plastic sleeve in which it is stored and then positioned so that the side labeled with the NIST logo and SRM number faces the x-ray source. For best results, the size of the x-ray beam from the field unit should irradiate an area of the SRM that is at least 2.5 cm in diameter and is centered on the sheet. Care must be exercised not to compromise the protective plastic laminate which prevents scratching or chipping of the painted surface and the potential release of dust containing lead. Upon completion of the measurement, the SRM must be re-stored in the plastic sleeve provided. It is also recommended that this SRM be stored indoors at ambient room temperature and away from direct sunlight when not in use.

Stability: This SRM is considered to be stable during the period of certification. NIST will monitor the SRM and will report any significant changes in certification to the purchaser. Return of the attached registration card will facilitate notification.

PREPARATION

SRM Preparation: The paint-coated, polyester sheets were prepared by an automated coating process at a commercial facility under contract to NIST. Known concentrations of a lead chromate pigment were dispersed in a commercial paint vehicle to prepare the lead paints. A lead-free, organic tint was added to each paint mixture to give the desired color. A thin, protective overlay of plastic laminate was applied to each paint film. The attenuation of lead L_{α} - M_{α} (L_{α} - M_{α}) X-rays due to the protective overlay does not exceed 2 % relative, while that of K- L_{α} (K_{α} - L_{α}) x-rays commonly used for field measurement is negligible.

REFERENCES

- [1] ISO; *Guide to the Expression of Uncertainty in Measurement*; ISBN 92-67-10188-9, 1st ed., International Organization for Standardization: Geneva, Switzerland (1993); see also Taylor, B.N.; Kuyatt, C.E.; *Guidelines for Evaluating and Expressing the Uncertainty of NIST Measurement Results*; NIST Technical Note 1297, U.S. Government Printing Office: Washington, DC (1994); available at <http://physics.nist.gov/Pubs/>.
- [2] Hahn, G.J.; Meeker, W.Q.; *Statistical Intervals: A Guide for Practitioners*; John Wiley & Sons, Inc., New York, NY (1991).

Certificate Revision History: 24 March 2009 (Extension of certification period); 29 November 1999 (Original certificate date).

Users of this SRM should ensure that the certificate in their possession is current. This can be accomplished by contacting the SRM Program at: telephone (301) 975-2200; fax (301) 926-4751; e-mail srminfo@nist.gov; or via the Internet at <http://www.nist.gov/srm>.

Performance Characteristic Sheet

EFFECTIVE DATE: October 12, 2006

EDITION NO.: 1

MANUFACTURER AND MODEL:

Make: *Innov-X Systems, Inc.*
Models: *LBP4000 with software version 1.4 and higher*
Source: *X-ray tube (no radioactive isotopes)*

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Inspection mode, variable reading time.

XRF CALIBRATION CHECK LIMITS:

1.0 to 1.1 mg/cm² (inclusive)

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

INSPECTION MODE READING DESCRIPTION	SUBSTRATE	INCONCLUSIVE RANGE (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	0.6 to 1.1
	Concrete	0.6 to 1.1
	Drywall	0.6 to 1.1
	Metal	0.6 to 1.1
	Plaster	0.6 to 1.1
	Wood	0.6 to 1.1

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on 146 test locations, with two separate instruments, in December 2005.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm² for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm² at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm². Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm² NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Take one XRF reading on each of the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Calculate the average of the original XRF reading and the retest XRF reading for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the variable-time inspection paint test mode, the instrument continues to read until it has determined whether the result is positive or negative (with respect to the 1.0 mg/cm² Federal standard), with 95% confidence. The following table provides testing time information for this testing mode.

Testing Times Using Variable Reading Time Inspection Mode (Seconds)						
Substrate	All Data			Median for laboratory-measured lead levels (mg/cm ²)		
	25 th Percentile	Median	75 th Percentile	Pb < 0.25	0.25 ≤ Pb < 1.0	1.0 ≤ Pb
Wood, Drywall	2.1	2.3	5.4	2.2	5.4	2.2
Metal	2.6	3.2	5.3	2.7	5.1	5.1
Brick, Concrete, Plaster	3.1	4.0	5.7	3.2	4.0	5.9

CLASSIFICATION OF RESULTS:

When an inconclusive range is specified on the *Performance Characteristic Sheet*, XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. If the instrument reads "> x mg/cm²", the value "x" should be used for classification purposes, ignoring the ">". For example, a reading reported as ">1.0 mg/cm²" is classified as 1.0 mg/cm², or inconclusive. When the inconclusive range reported in this PCS is used to classify the readings obtained in the EPA/HUD evaluation, the following False Positive, False Negative and Inconclusive rates are obtained:

FALSE POSITIVE RATE: 2.5% (2/80)

FALSE NEGATIVE RATE: 1.9% (4/212)

INCONCLUSIVE RATE: 16.4% (48/212)

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. XRF Performance Characteristic Sheets were originally developed by the MRI under a grant from the U. S. Environmental Protection Agency and the U.S. Department of Housing and Urban Development. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

DOCUMENT 00100 – BORING REPORTS

Phone
(203) 262-9328

Telefax
(203) 264-3414

WHITE PLAINS, N.Y.
(914) 946-4850

SOILTESTING, INC.

90 DONOVAN ROAD - OXFORD, CONN. 06478-1028

GEOTECHNICAL / ENVIRONMENTAL SUBSURFACE INVESTIGATIONS - Test Borings - Core Drilling
Monitoring Wells - Recovery Wells - Direct Push/Probe Sampling
UNDERPINNING - HELICAL PILES - SOIL NAILS

May 28, 2013

FLP General Construction and House Lifting
77 Mountain Road
New Haven, CT 06515
203-928-0231

Attn: Fabian Pena

Re: 34 Elaine Drive
Milford, CT

G102-9416-13

Dear Mr. Pena,

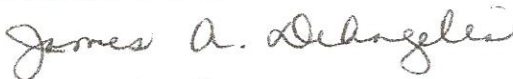
Enclosed are boring logs and location plan for the above referenced project site.

Also enclosed is a geotechnical report completed by The Geotechnical Department, LLC.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOILTESTING, INC.



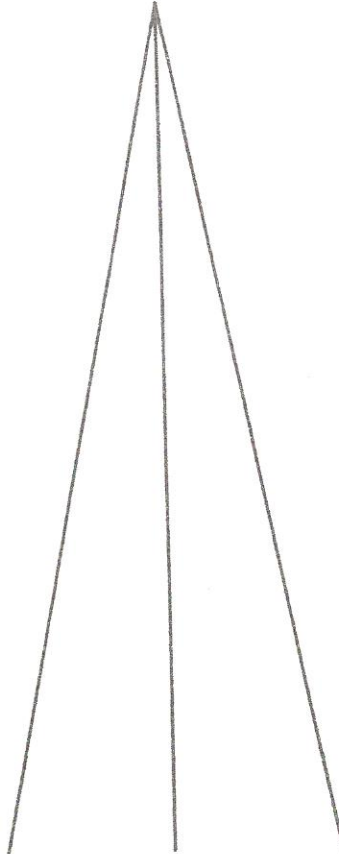
James A. DeAngelis
President

JAD:lg



SOILTESTING, INC.

TO FLP General Construction and House Lifting DATE May 28, 2013
ADDRESS 77 Mountain Road, New Haven, CT 06515
SITE LOCATION 34 Elaine Drive, Milford, CT
REPORT SENT TO Fabian Pena
SAMPLES SENT TO Storage (Max. 60 days)



90 DONOVAN ROAD
Oxford, Connecticut 06478
(203) 262-9328

Branch Office:
White Plains, New York 10607
914-946-4850

JOB NO.
G102-9416-13

The Geotechnical Department, LLC

Consulting Engineers

41 Blanche Avenue, Demarest, NJ 07627

201-784-4444 • Fax: 201-768-0222

May 28, 2013
Project No. 1935

F.L.P. General Contracting and House Lifting
77 Mountain Road
New Haven, Connecticut 06515

Attn: Fabian Pena

Re: Geotechnical Engineering Report
Proposed Alterations to Raise House
34 Elaine Drive
Milford, Connecticut

This report is submitted as per our agreement and the attached "Geotechnical Limitations." It includes our findings, conclusions and recommendations related to the design and construction for raising the house for future flood protection.

INVESTIGATIONS

One (1) boring was performed by Soiltesting Inc. on May 20, 2013. The location plan and record sheet are attached as part of this report. This information was used in preparation of this report.

Based on our interpretation of field conditions and the scope of the project it was deemed unnecessary to perform laboratory soil tests to assist with the identification of soil and the evaluation of their engineering properties.

FINDINGS

Subsurface conditions include five (5) feet of fill consisting of sand with silt and gravel. Very soft organic silt with peat then exists to a depth of fifteen feet six

inches (15'6"). Very loose to loose fine sand with silt continues the soil profile to a depth of thirty (30) feet where the sand becomes medium dense to the maximum depth of exploration, thirty-seven (37) feet.

Water was observed in the borehole at a depth of four (4) at the time the boring was completed.

ANALYSIS AND DESIGN CONSIDERATIONS

The following were considered in developing the conclusions and recommendations of this report:

1. A rough sketch plan showing the house plan and boring location.
2. The proposed work is to raise the existing building foundation for flood protection.
3. Differential settlement should not be greater than three-quarters (3/4) of an inch across the house footprint.
4. Design and construction shall be in accordance with the Connecticut Building Code (Code).

COMMENTS AND CONCLUSIONS

The in-place sand fill and organic layer are not suitable for the support of conventional spread footings. Spread footings bearing on the suitable soil below the fill, organic soil and loose sand or removal of the fill and organics and placement of quality compacted fill are foundation alternatives. These alternatives, however, are considered impractical due to equipment access constraints, the quantity of excavation and backfill and the need for dewatering the excavation to allow construction.

Deep foundations are deemed a more appropriate foundation alternative. Drilled-in piles could be installed with the tips bearing in the undisturbed medium dense sand system below the in-place fill, organic silt and loose fine sand. Driven piles are not an option due to equipment access issues.

RECOMMENDATIONS

The following geotechnical design and construction recommendations are offered:

1. Use drilled-in pile foundations for support of the existing and /or altered house foundation.

GEOTECHNICAL LIMITATIONS

Explorations

- The analyses and recommendations submitted in this report are based in part upon the data obtained from subsurface explorations. The nature and extent of variations between and apart from these explorations may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.
- The generalized soil profile described in the text is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretations of widely spaced explorations and samples; actual soil transitions are probably more erratic.
- Water level readings have been made in the drill holes at times and under conditions stated on the boring logs. These data have been reviewed and interpretations have been made in the text of this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, and other factors occurring since the time measurements were made. More precise determinations of groundwater levels would require the installation of groundwater observation wells and water level readings taken over an extended period of time.

Review

- In the event that any changes in the nature, design or location of the proposed building are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing by this firm. Further, it is recommended that this firm be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications.

Construction

- It is recommended that this firm be retained to provide geotechnical engineering services during construction of the excavation and foundation phases of the work. This is to observe compliance with the design concepts, specifications, and recommendations and to allow design changes in the event that subsurface conditions differ from those anticipated prior to start of construction.

Use of Report

- This report has been prepared for the exclusive use of F.L.P. General Contracting and House Lifting for specific application to construction at 34 Elaine Drive in Milford, Connecticut in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.
- This report is for *design* purposes only and is not sufficient to prepare construction cost estimates or bids.

2. Tabulated below are design recommendations for several typical pile sections. The capacities refer to the soil/pile interaction, not the structural capacity of the section performing as a column.

Drilled-In Pile Type	Design Capacity (tons)	Installed Capacity* (tons)
Grouted Pipe: 7" diameter	17	20
Auger (Helical)	9	12
Resistance Pier	8	10

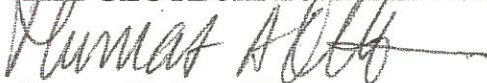
** These values consider downdrag on the pile due to settlement of surrounding miscellaneous fill and organics.*

3. The pile tips should penetrate to a minimum depth of thirty (30) feet below the existing site grades.
4. One (1) drilled-in pile should be load-tested in accordance with the ASTM D1143 Standard prior to installing the production piles.
5. The piles should be delivered to the project under a design-test-install type agreement. The design, testing and installation should be performed under the direction of a licensed engineer with experience with this type of work.
6. The project structural and geotechnical engineer should review the design, test results and installation records.

We trust these recommendations will allow you to complete the design and construction of the alterations.

Very truly yours,

THE GEOTECHNICAL DEPARTMENT, LLC



Thomas H. Otto, P.E.

Attachments: Geotechnical Limitations
Boring Location Plan
Boring Record Sheet

Cc: Soiltesting Inc.

The Geotechnical Department, LLC

SOILTESTING, INC. 90 DONOVAN RD. OXFORD, CT 06478 CT (203) 262-9328 NY (914) 946-4850		CLIENT: FLP General Construction		SHEET <u>1</u> OF <u>1</u> HOLE NO. B-1	
		& House Lifting			
FOREMAN - DRILLER TP/pjb		PROJECT NO. G102-9416-13		BORING LOCATIONS Per Sketch	
		PROJECT NAME 34 Elaine Drive and			
INSPECTOR		LOCATION Milford, CT		OFFSET DATE START 5/20/13 DATE FINISH 5/20/13 SURFACE ELEV. GROUND WATER ELEV.	
		TYPE SIZE I.D. HAMMER WT. HAMMER FALL			
GROUND WATER OBSERVATIONS AT <u>4</u> FT AFTER <u>0</u> HOURS AT <u> </u> FT AFTER <u> </u> HOURS					

DEPTH	CASING BLOWS PER FOOT	SAMPLE					BLOWS PER 6 IN ON SAMPLER (FORCE ON TUBE) 0 - 6 6 - 12 12 - 18			CORE TIME PER FT (MIN)	DENSITY OR CONSIST	STRATA CHANGE DEPTH	FIELD IDENTIFICATION OF SOIL REMARKS INCL. COLOR, LOSS OF WASH WATER, SEAMS IN ROCK, ETC.
		NO	Type	PEN	REC.	DEPTH @ BOT							
		MOIST	ELEV										
5		1	ss	24"	8"	2'0"	3	1			dry	0'6"	gry brn FMC SAND, sm F gravel
							2	1			v loose		brn SILT, VF-F sand, lit F gravel
		2	ss	24"	14"	4'0"	1	6			moist		brn MF SAND, sm C sand, silt, lit F gravel (Fill)
							8	5			compact		
		3	ss	24"	4"	6'0"	3	3			moist	5'0"	
							1/12"				v dense		brn organic PEAT & SILT
10		4	ss	24"	22"	8'0"	1/12"	1			moist/wet		brn organic SILT & PEAT, tr F gravel, M sand
							1				v loose		
		5	ss	24"	18"	10'0"	1	2			moist		
							1	2			v loose		
		6	ss	24"	15"	12'0"	4	5			moist/wet	11'0"	
							4	8			loose		blk drk brn organic SILT, sm MC sand, lit peat
15												15'6"	
		7	ss	24"	18"	17'0"	WOH	12			wet		gry VF-F SAND, lit silt
							3	4			compact		
20		8	ss	24"	20"	22'0"	WOH	4			wet		gry F SAND, tr seashells, lit blowing
							5	8			loose		
25		9	ss	24"	20"	27'0"	4	7			wet		lt brn VF SAND, lit silt
							9	13			compact		
30		10	ss	24"	19"	32'0"	7	8			wet		lt brn gry VF-F SAND, sm silt layers, tr clay lense
							11	13			compact		
35		11	ss	24	18"	37'0"	9	10			wet		gry VF SAND & SILT
							9	11			compact	37'0"	
													E.O.B. 37'0"
40													

NOTE: Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.

GROUND SURFACE TO _____ FT.	USED _____ CASING	THEN _____ CASING TO _____ FT.	HOLE NO. B-1
A = AUGER UP = UNDISTURBED PISTON T = THINWALL V = VANE TEST			
WOR = WEIGHT OF RODS		WOH = WEIGHT OF HAMMER & RODS	
SS = SPLIT TUBE SAMPLER		H.S.A. = HOLLOW STEM AUGER	
PROPORTIONS USED: TRACE = 0 - 10% LITTLE = 10 - 20% SOME = 20 - 35% AND = 35 - 50%		C = COARSE M = MEDIUM F = FINE	

SECTION 01200 - EXAMINATION OF PREMISES AND ASSUMPTION OF RISKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 EXAMINATION OF PREMISES AND ASSUMPTION OF RISKS

- A. The Contractor and the subcontractors shall carefully examine the site and all conditions that may be encountered in the performance thereof and shall assume all risks and bear all losses pertaining thereto. No claims for additional costs will be allowed because of a lack of full knowledge of the conditions.
- B. All subcontractors shall carefully examine the conditions of the buildings and of the work done by others before beginning their work, and any condition therein that may be detrimental to their own installation shall be reported immediately in writing to the General Contractor, the Architect and the Owner.
- C. Failure to make such report constitutes acceptance of the conditions then existing and the assumption of all risks and full responsibility for any subsequent damage, injury or loss either to the subcontractor's work or to the work of others. Any damage, injury or loss shall be made good by said Contractor.
- D. All subcontractors shall carefully observe any changes in conditions prevailing upon starting their work, especially in temperature and humidity, both during and upon completing their work until final acceptance, which may be detrimental to their work.
- E. Such changes in conditions shall be promptly reported to the General Contractor, the Architect and the Owner both verbally and in writing. The General Contractor shall immediately correct the condition reported. Failure of the General Contractor to correct the condition shall place responsibility for all damage incurred upon the General Contractor. Failure of the subcontractor to make such report shall constitute acceptance of responsibility for all damage, injury or loss including any damage, injury or loss of the work of others.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01200

SECTION 01210 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- B. See Division 01 Section 01400 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials selected by Architect and/or Owner under allowance and shall include taxes, freight, delivery to Project site, and installation (ready for use).
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Architect under allowance shall be included as part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

1. Kitchen Cabinet Allowance – Allowance to cover cost of new Kitchen Cabinets (Wall and Base). The kitchen sink should be included as part of the Plumbing Cost.

\$

2. Bath Cabinet Allowance – Allowance to cover cost of new Bathroom Cabinets (Base) – The lavatory should be included as part of the Plumbing Cost.

\$

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

3. Interior Floor Finish Material – Allowance includes all finish floor materials throughout the house.

\$

4. Kitchen Appliance Allowance – Includes refrigerator, stove and dishwasher. This allowance does not include a microwave oven or range hood. The range hood should be included as part of the Mechanical Cost – See Mechanical Drawings for Specifications.

\$ 4,200.00 Total for the above listed Appliances

5. Bathroom Accessories Allowance – Includes two towel bars, two toilet paper holders and two surface-mounted mirrors.

\$ 400.00 Total for both Bathrooms

END OF SECTION 01210

SECTION 01220 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Prices:

1. Rock Excavation – Provide unit pricing per cubic yard for the removal of rock encountered at the site.

Unit Price for Rock Excavation \$ _____ Per Cubic Yard

END OF SECTION 01220

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

PART 2 - PRODUCTS

2.1 MANUFACTURES

- A. See Manufacturer listed below
- B. Substitutions will be considered.

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- 1. Alternate One – Installation of an Air-Conditioning System – Includes, but is not limited to; the exterior platform, air-cooled condenser, wiring and related piping required for a full installation and for proper system operation.

END OF SECTION 01230

SECTION 01240 - PROCEDURES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 DESCRIPTION OF WORK

- A. The types of minimum requirements for procedures and performance or control work of a general nature include but are not limited to the following categories:
 - 1. Coordination and meetings.
 - 2. Surveys and records or reports.
 - 3. Limitations for use of site.
 - 4. Inspections, tests and reports.
 - 5. General installation provisions.
 - 6. Cutting and patching.
 - 7. Cleaning and protection.
 - 8. Conservation and salvage.

1.3 COORDINATION AND MEETINGS

- A. General: Prepare and distribute to each entity performing work at project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for separate contractors where interfacing of work is required.

1.4 LIMITATIONS FOR USE OF SITE

- A. General: In addition to site utilization limitations and requirements shown on drawings, written instructions contained in these specifications, and indicated by other contract documents, administer allocation of available space equitably among entities needing access and space, so as to produce best overall efficiency in performance of total work of project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Installer's Inspection of Conditions: Require installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed, and to report (in writing to the contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to installer.
- B. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to extent these are more explicit and/or more stringent than requirements indicated in contract documents.
- C. Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.
- D. Provide attachment and connection devices and methods for securing work properly as it is installed; true to tolerances if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work organized for best possible visual effect. Refer questionable visual effect choices to architect for final decision.
- E. Recheck measurements and dimensions of the work, as an integral step of starting each installation.
- F. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion, which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.
- G. Coordinate enclosure (closing in) of work with required inspections and tests, so as to minimize necessity of uncovering work for that purpose.

3.2 CLEANING AND PROTECTION

- A. General: During handling and installation of work at project site, clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to insure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- B. Limiting Exposures of Work: To extent possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Such exposures include (where applicable, but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft and vandalism.
- C. Cleaning Materials and Equipment:
 - 1. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
 - 2. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the architect.
- D. Progress Cleaning:
 - 1. General:
 - a. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - b. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work.
 - c. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
 - d. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
 - e. Clean areas outside of "fenced-in" work areas daily or more often as required to keep said areas clear of debris. This shall include, but not be limited to; blowing paper products, loose construction debris and discarded materials.
 - 2. Site:
 - a. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
 - b. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service all arrangements.
 - 3. Structures:

- a. Daily, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage. Remove all such items to the place designated for their storage.
 - b. Daily, and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and hand held broom.
 - c. As required preparatory to installation of succeeding materials clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Final Cleaning:
- a. Definition: Except as otherwise specifically provided, "clean" (for the purposes of this article) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
 - b. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning.
 - 1) Site: Unless otherwise specifically directed by the architect, broom clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.
 - 2) Structures:
 - a) Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the architect may require other cleaning at no additional cost to the owner.
 - b) Interior: Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only the specified cleaning materials and equipment.
 - c) Glass: Clean all glass inside and outside.
 - d) Polished Surfaces: To all surfaces requiring the routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
 - e) Timing: Schedule final cleaning to enable the owner to accept a completely clean project.
 - f) If surfaces cannot be restored to like-new condition by cleaning, repaint or replace them as directed by the architect.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- g) When workmen perform work after substantial completion, clean up immediately.
- 5. Cleaning During Occupancy: Since the Building Units are occupied, cleaning operations should be conducted in such a manner as to not cause damage to resident owned items.

END OF SECTION 01240

SECTION 01260 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "Architect's Supplemental Instructions".

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within fourteen (14) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect and Owner for their review.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section 01600 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
 7. Credits listed on the Change Order Proposal must be listed and itemized separately from additional costs. Contractor shall submit back-up information to substantiate calculation of credit amounts as requested by the Architect or Owner.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the General Contractor will issue a Proposed Change Order for signatures of Owner, Contractor and Architect on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01260

SECTION 1290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

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

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Submit the Schedule of Values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial applications for Payment.
 - 2. Sub-schedules: If required, where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
 - 3. The schedule of values cannot be changed or altered during the construction process, except as noted in Section 1.3.B.4.
- B. Format and Content: Use the Exploded Trade Payment Breakdown as a guide to establish line items for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Stored Materials: Money will not be released for stored materials unless approved by the Architect, and The Department of Housing prior to a request for payment. This applies to materials stored both on-site and off-site.
 - 3. 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.

4. 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.

APPLICATIONS FOR PAYMENT

- C. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- D. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and The Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- E. MPI Standard Payment Application Forms: Requisition Forms for Contractor's Requisition, Change Order Requisition and Stored Materials Summary.
- F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Amounts of Change Orders issued before last day of construction period covered by application shall be listed on the Change Order Requisition.
- G. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. All copies shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is 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 final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to The Department of Housing.
- I. 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. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
- J. Application for Payment at Substantial Completion: After issuing 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 Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: 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. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. See Division 01 Section 01700 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. RFI: Request for Information - Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- 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, which 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 with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors 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.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - 2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 - 3. Number of Copies: Submit five (5) opaque copies of each submittal. Architect will return a minimum of two (2) copies.
 - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at the Project site on a weekly basis. A specific time and day of the week shall be set and agreeable to the Owner, Architect, Department of Housing and Contractor for weekly project meetings and will be conducted on site.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: The Architect will prepare the Meeting Minutes.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Department of Housing, Owner and Architect, but no later than fifteen (15) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Department of Housing, Owner, Architect, and their consultants; General Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. 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. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises and existing buildings (Notification Required).
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.

- w. Working hours.
 - x. Emergency numbers.
 - 3. Minutes: Architect will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. 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.

6. Minutes: Contractor will record and distribute to Architect, and Owner, the meeting minutes.
7. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. General: Requests for Interpretations shall be as set forth in the Construction Contract and as outlined below.
 2. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Hard-Copy RFIs:
 1. Identify each page of attachments with the RFI number and sequential page number.

- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven (7) working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect'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 Division 01 Section 01250 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Copies will be provided to Architect, and Owner. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- G. Copies of all RFI's will be sent to the Owner. This will include the Architects response to the RFI.

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34 ELAINE ROAD
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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01330 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section 01400 "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
- C. See Division 01 Section 01770 "Closeout Procedures" for submitting warranties.
- D. See Division 01 Section 01782 "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. 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. 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. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. General Contractor Review: The General Contractor shall review and “sign-off” on all shop drawings before submission to Architect.
- C. Submittals Schedule: The General Contractor shall establish a schedule for submission of the required Shop Drawings. Submit copies of the schedule to the Architect, and Owner at the weekly progress meetings.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect'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 ten (10) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 4 by 6 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
- I. 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 "Reviewed" or "Furnish as Corrected."
- J. 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.
- K. Use for Construction: Use only final submittals with mark indicating, "Reviewed" or "Furnish as Corrected" taken by Architect. Copies of all submittals, shop drawings, and samples accepted by Architect or "Furnish as Corrected" shall be kept on site and always available for Owner's on-site review.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- 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 printed 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 written recommendations.
 - b. Manufacturer's product specifications.

- c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
- 4. Number of Copies: Submit five (5) copies of Product Data, unless otherwise indicated. Architect will return two (2) copies to the Contractor; copies will be available for the Owner.
- 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. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 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 30 by 40 inches.
- 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 appropriate Specification Section.
- 3. 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.
- 4. 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 one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. After consultation with the Owner, Architect will return submittal with options selected.
- 5. 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 (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 - 1. Number of Copies: Submit five (5) copies of product schedule or list, unless otherwise indicated. Architect will return two (2) copies.
- F. Submittals Schedule: The General Contractor shall establish a schedule for submission of the required Shop Drawings. Submit copies of the schedule to the Architect, and Owner at the weekly progress meetings.
- G. Application for Payment: Comply with requirements specified in Division 01290 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01290 Section "Payment Procedures."
- I. 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.
 - 1. Number of Copies: Submit three (3) copies of subcontractor list, unless otherwise indicated. Architect will return two (2) copies.

- J. Product Substitutions: Substitutions or alternate products will not be allowed unless written acceptance by Owner, and Architect is issued. Shop drawing submittal shall contain complete data for specified product and substitute products.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized 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.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 01400 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01310 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: The General Contractor shall submit a proposed construction schedule for the work outlined in these Specifications and in the Drawings.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for

compliance with requirements in the Contract Documents. Copies of these reports shall be distributed as follows:

1. Architect
 2. Owner
 3. Local Building Inspector
 4. The Department of Housing
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency. Copies of these reports shall be distributed as indicated under section 2.2 J.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents. Copies of reports shall be sent by the testing agency directly to the Local Building Inspector, the Owner, the Architect, CHFA as well as to the Contractor and Engineers. Copies of these reports shall be distributed as indicated under section 2.2 J.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01782 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

2.3 DELEGATED DESIGN

- 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 Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, 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. 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. Mark with approval stamp before submitting to Architect.
- B. 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 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. "Reviewed", "Rejected", "Furnish as Corrected", "Revise and Resubmit" or "Submit Specified Item".
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This 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. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See other Divisions included in this Project Manual for specific test and inspection requirements.

1.3 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 Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. 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 industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. 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. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: 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 uncertainties and requirements that are different, but apparently equal, to Architect 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 Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on re-testing and re-inspecting.
- C. 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.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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.
- D. 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.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities that are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. 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, if not indicated, as directed by Architect.
 - 2. Notify Architect and Owner seven (7) days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's and Owner's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.
- J. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections of this Project Manual.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. When the Contractor is responsible for testing and inspections for quality control and as otherwise required by the Construction Contract, the Testing Agency employed by the Contractor shall submit copies of the results directly to the Architect, Owner, and the Building Department (as required). All results must be transmitted to the parties prior to the next requisition being approved.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section 01330 "Submittal Procedures."
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect, Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. The costs associated with re-testing and re-inspection of corrected work that is necessitated by work that failed to comply with the Contract Documents will be charged to 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. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01731 "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01420 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and

effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG Americans with Disabilities Act (ADA)
 Architectural Barriers Act (ABA)

CFR Code of Federal Regulations

DOD Department of Defense Military Specifications and Standards

DSCC Defense Supply Center Columbus (See FS)

FED-STD Federal Standard (See FS)

FS Federal Specification

FTMS Federal Test Method Standard (See FS)

MILSPEC Military Specification and Standards

UFAS Uniform Federal Accessibility Standards

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
APA	APA - The Engineered Wood Association
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

ASME	ASME International
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
FMG	FM Global (Formerly: FM - Factory Mutual System)

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

FMRC	Factory Mutual Research (Now FMG)
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
IEC	International Electrotechnical Commission
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ISO	International Organization for Standardization
KCMA	Kitchen Cabinet Manufacturers Association
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Metal Framing Manufacturers Association
MPI	Master Painters Institute
NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association
NCMA	National Concrete Masonry Association
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NWWDA	National Wood Window and Door Association (Now WDMA)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
RFCI	Resilient Floor Covering Institute
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
UL	Underwriters Laboratories Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WWPA	Western Wood Products Association

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials (See ICC)
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)
ICC	International Code Council, Inc.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

ICC-ES ICC Evaluation Service, Inc.

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
DOH	Department of Housing
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Building Service (See GSA)
PHS	Office of Public Health and Science
SD	State Department
USDA	Department of Agriculture
USPS	Postal Service

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Divisions 02 through 16 sections for temporary heat, ventilation and humidity requirements for products in those sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities (required to complete contract work) shall be included in the Contract Sum, where services are not available at the site. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Electric Service: Temporary electric service may be required. All costs for temporary electric will be borne by the General Contractor.
- C. Heating Service: Temporary heating may be required depending on the timetable for the construction work being proposed. All costs for the temporary heating will be borne by the General Contractor.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: The General Contractor shall assume responsibility for operation, maintenance, and protection of each permanent service

during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

- B. Protection of existing pavement. Where existing pavement areas are used for staging of materials, field office trailers, storage containers or trash receptacles – the pavement shall be protected from damage.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices (Trailer), General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated, with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate temporary facilities as coordinated with Owner and to suit the site conditions. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Electric: Install temporary service to Trailer.

1. Arrange with Utility Company for temporary electric services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install temporary service for construction purposes.
- D. Sanitary Facilities: The General Contractor shall provide temporary toilet facilities for use by all construction personnel.
- E. Ventilation and Humidity Control: Provide temporary ventilation if required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Maintain support facilities until project has been completed.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site elements scheduled to remain including landscaped areas, planting, curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Park construction vehicles in such a way as to not block normal traffic patterns, emergency vehicles or surrounding neighbors.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations (if required).
- E. Waste Disposal Facilities: The General Contractor will be responsible for providing waste-collection containers in sizes adequate to handle waste from construction

operations. Waste-disposal containers should be promptly removed from the project site when full.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. All contractors, subcontractors, or utility company representatives shall comply with the following.
1. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 2. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 3. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
 4. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
 5. Security Enclosure and Lockup: The General Contractor shall take any necessary precautions to prevent vandalism, theft, or similar violations of security to the Contractors property or materials stored at the project site. The Owner is not responsible for vandalism, theft, or similar violations of security to the Contractors property or materials.
 6. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 7. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 8. Use of Public Sidewalks and Streets: All of the roadways serving the individual buildings are public. Contact City officials for rules and assistance on use of City streets and/or sidewalks for scaffolding, deliveries, parking, etc.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until project has been completed.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division Section 01770 "Closeout Procedures."

END OF SECTION 01500

SECTION 01524 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. See Division 01 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
- C. See Division 02 Section "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
- D. See Division 2 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.
- E. See Division 4 Section "Unit Masonry" for disposal requirements for masonry waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE GOALS

- A. General: Develop waste management plan that results in end-of-project rates for salvage/recycling of 50 percent by weight of total waste generated by the Work.
- B. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible.

1.4 SUBMITTALS

- A. Waste Management Plan: Submit three (3) copies of plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three (3) copies of report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons (tonnes).
 - 4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
 - 5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for Substantial Completion, submit three (3) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Record of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. 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.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- H. Qualification Data: For Waste Management Coordinator.

1.5 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include list of their names, addresses, and telephone numbers.
 5. Disposed materials: Indicate how and where materials will be disposed of. Include list of their names, addresses, and telephone numbers 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 on Project site where materials separation will be located.
- D. Forms: Prepare waste management plan on forms included at end of Part 3.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect and Owner. Provide handling, containers, storage, signage, transportation, and other items as

required to implement waste management plan during the entire duration of the Contract.

- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvage items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. 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.
- B. Salvaged Items for Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area off-site.
 - 5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.
- B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 3/4-inch (19-mm) size.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

F. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

H. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.

J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

K. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

L. Plumbing Fixtures: Separate by type and size.

M. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

N. Lighting Fixtures: Separate lamps by type and protect from breakage.

O. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

P. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.
- C. Wood Materials:
1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 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. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01524

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See other Divisions included in this Project Manual for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and

other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Substitution Requests: Submit seven 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.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications 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. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. 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 lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. 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. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product 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. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division Section 01330 "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division Section 01330 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to other Divisions of this Project Manual for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section 01770 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with the requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30-days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01700 – EXECUTION REQUIREMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Progress cleaning.
 - 3. Starting and adjusting.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. See Division Section 01770 "Closeout Procedures" for submitting final Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: 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 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; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: 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. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. 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 and to Owner 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, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect promptly.

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.

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.
- 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. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. 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.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 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.
- H. 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.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- 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.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section 01400 "Quality Requirements."
- E. Perform all starting and adjusting of equipment per Manufacturer's written specifications. If required, work in conjunction with Manufacturer of equipment to ensure proper operation.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section 01731 "Cutting and Patching."

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See other Divisions of this Project Manual for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least ten (10) days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. 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. 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 as small as possible, neatly to 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.
- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate evidence of patching and refinishing.
 - 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.
 - 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 weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

SECTION 01732 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building interiors.
 - 2. Demolition and removal of existing selected site elements.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary of Work" for use of premises and Owner-occupancy requirements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site - unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREDEMOLITION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.
 - 6. Review items to be removed and reinstalled, and items to be removed and salvaged.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For demolition firm and professional engineer.
- B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 7. Means of protection for items to remain and items in path of waste removal from building.
 - 8. Items to be removed and reinstalled and items to be removed and salvaged.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition, if applicable.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes, if any, by a landfill facility licensed to accept hazardous wastes, if applicable.

1.8 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.9 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 - 1. Comply with requirements specified in Division 01 Section "Summary".
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: See Hazardous Building Material Survey. The General Contractor is responsible for Removal of Hazardous Materials.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Protect existing utilities indicated to remain in service and protect them against damage during selective demolition operations. Refer to Division 01 Section "Summary of Work" for additional requirements.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

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 ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected or capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect and Owner.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1. Comply with requirements specified in Division 01 Section "Photographic Documentation".
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
 - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary of Work"

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. All utility shutdowns shall occur only during the hours as pre-approved by the Owner.
 - 2. Prior to the start of each Work Phase, submit to the Owner and Architect an anticipated schedule of anticipated utility shutdowns.
 - 3. Do not proceed with utility interruptions without Owner's written permission.
- C. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PREPARATION

- A. 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.
- B. Temporary Facilities: 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 Division 01 Section "Summary of Work".
- C. Temporary Shoring: 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.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
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, to minimize disturbance of adjacent surfaces. 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 fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, 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. Concrete: Demolish in small sections. Cut concrete to a depth of at least $\frac{3}{4}$ inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement as perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings". Do not use methods requiring solvent-based adhesive strippers.
 - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 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.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

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.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Items to Be Removed: Refer to Demolition Plans for Extent of Demolition Work.

END OF SECTION 01732

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 01 Section 01290 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 01 Section 01782 "Operation and Maintenance Data" for operation and maintenance manual requirements.
- D. See other Divisions of this Project Manual for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents (As-Built Drawings), operation and maintenance manuals and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect 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.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section 01290 "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty (if required).
5. Instruct Owner in operation, adjustment, and maintenance of products, equipment, and systems.

B. Final Completion cannot be achieved until the following criteria have been met, in order as they are listed.

1. Architect does a complete Punch List (PL).
2. Architects Punch List is 100% completed by the GC.
3. Final Cleaning has occurred. (Several stages of cleaning generally need to occur prior to "final").

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three (3) copies 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.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- 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.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. 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 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. 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.
 - f. Remove debris and surface dust from limited access spaces.
 - g. Sweep concrete floors broom clean.
 - h. Vacuum carpets where debris has been tacked into a unit and similar soft surfaces, removing debris; shampoo if visible soil or stains are present after vacuuming.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.

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34 ELAINE ROAD
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- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- D. Occupied Units: All units will be occupied during final cleaning. Care should be taken to protect the occupants belongings during the cleaning process.

END OF SECTION 01770

SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, systems and equipment.
- B. See other Divisions of this Project Manual for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS (FOR NEWLY INSTALLED EQUIPMENT)

- A. Maintenance Manual: Submit three (3) copies of maintenance manual in final form for each major piece of equipment installed. All required maintenance manuals should be bound in three-ring binders.
- B. Operation Manual: Submit three (3) copies of operation manual in final form for each major piece of equipment installed. All required operation manuals should be bound in three-ring binders.
- C. Submission: Maintenance and Operation Manuals should be submitted in Binders. Maintenance/operation manuals should be submitted to Architect for distribution to Owner.
- D. Operation Procedures: Provide on-site training for all equipment installed to the Owner. Training should cover, but not be limited to; normal operations of equipment, routine maintenance of equipment and emergency system shut-down or start-up procedures.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify by color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in the manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.

3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in the manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures:
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings (if required): Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- F. Comply with Division 01 Section 01770 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

SECTION 01783 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section 01782 "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See other Divisions of this Project Manual for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit three (3) sets of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit three (3) sets of marked-up Record Prints. Architect will return prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit three (3) sets of marked-up Record Prints, and the following:
 - 1) Copies printed from Record. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit three (3) of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit three (3) of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the 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. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location. Architect and Contractor to agree on color coding in advance.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 - 5. Include all issued SK-Drawings.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 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.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

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 modifications to Project Record Documents as they occur; do not wait until the 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 01783

SECTION 02220 FINISH GRADING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 DESCRIPTION

- A. Provide all labor, materials, equipment, services, and transportation required to complete finish grades as shown on the drawings, and as specified herein.

1.3 PROJECT/SITE CONDITIONS

- A. Dust Nuisance: Assume full responsibility for alleviation or prevention of dust as a result of grading and general site work.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1-Submittal.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. At Contractor's option, but equipment must be sufficient to properly grade or re-grade the site.

2.2 TOPSOIL

- A. Topsoil shall be friable and loamy with high organic content. It shall be free of debris, rocks larger than 1' and roots. Topsoil shall have at least 11/5 percent by weight of fine textured stable organic material and no greater than 6 percent. Topsoil shall not have less than 20 percent fine textured material (passing the No. 200 sieve) and not more than 15 percent clay. PH range shall be 6.0 – 7.5 and soluble salts shall not exceed 500 ppm.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that stumps, obstructions, shrubs, trees, debris and other vegetation to be removed have been completed prior to commencement of finish grading and that the subsoil is adequately prepared.

3.2 INSTALLATION

- A. Finished Paved Area Grading:

- 1. Provide finish grading as shown on the Drawings, to match or be similar to existing and as specified within this section.
- 2. Provide all grades for positive runoff of water without low spots or pockets. Accurately set flow line grades a 2 percent minimum gradient unless otherwise noted on the Drawings.

- B. Miscellaneous items and materials such as, but not limited to, area drains, catch basins; manholes, site lighting, walks, curbs and paved surfaces shall relate to the adjacent finish grade surfaces as shown on the drawings.

- C. Finish Landscape Grading:

- 1. Provide all grading as shown on the Drawings and as specified.
- 2. Grade away from building walls at 2% minimum (typical) unless otherwise noted on the drawings.
- 3. Earth slopes shall be no steeper than 2:1 (horizontal or vertical).
- 4. Provide all grades for natural runoff of water without low spots or pockets. Accurately set flow line grades at 2 percent minimum gradient unless otherwise noted on the Drawings.
- 5. Finish grade all mulch areas, plant beds, and lawn areas by hand raking. Finish grades shall be smooth, even and on a uniform plane with no abrupt changes of surface. Slope uniformly between given spot elevations, unless otherwise shown on the Drawings.
- 6. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given, or between points established by walks, paving, curbs, catch basins, are drains or manholes.
- 7. Tops and toes of all slopes shall be rounded to produce a gradual and natural-appearing transition between relatively level areas and slopes.
- 8. The final finish grading will be done on site by the Contractor.
- 9. The Contractor shall have on site at the time of the grading review, sufficient manpower, earth and equipment available to do the work resulting from the review.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

10. Fill or Topsoil shall not be placed nor compacted while in a frozen or muddy condition or while subgrade is frozen.
11. After the areas to be topsoiled have been brought to grade, the subgrade shall be loosened by scarifying to a depth of at least 2" to ensure bonding of the topsoil and subsoil.

D. Tolerances:

1. All planting areas, including lawn areas, shall be true to grade, within 1 in. when tested with a 10ft. straightedge.
2. Hold finished grades of topsoil below top of adjacent pavement, curbs, or walls follows:
 - a. Seeded Areas: 1 inch.

3.3 FIELD QUALITY CONTROL

- A. Contractor shall notify Land Surveyor (located in Section 01100) to prepare an as-built and CT licensed Professional Engineer to perform a site walk to verify compliance with the drawings. Corrective measures shall be done at no cost to the owner. Contractor shall allow three (3) to four (4) weeks for a Site Engineer/Surveyor to prepare all necessary documentation for project close-out.

END OF SECTION 02210

SECTION 02260 EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. Section includes temporary excavation support and protection systems.

1.3 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
 - 1. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 2. Install excavation support and protection systems with out damaging existing buildings, structures, and site improvements adjacent to excavation.

1.4 SUBMITTALS

- A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems.
 - 1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Qualification Data: For installer and professional engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.

- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Steel Sheet Piling: ASTM A 328M, ASTM A, 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.
- D. Wood Lagging” Lumber, mixed hardwood, nominal rough thickness of 3 inches.
- E. Cast-in-Place Concrete” ACI 301, of compressive strength required for application.
- F. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
 - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces are not impeded.
- D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlaying construction and abandon remainder.
2. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION 02260

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for slabs-on-grade, walks and pavements.
 - 2. Excavating and backfilling at building.
 - 3. Drainage course for slabs-on-grade.
 - 4. Subbase and base course for concrete walks, pavements and pads.
 - 5. Subbase and base course for asphalt paving.
 - 6. Subsurface drainage backfill for trenches.
 - 7. Excavating and backfilling for utility trenches.
 - 8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

1.3 UNIT PRICES

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.
 - 1. 24 inches outside of concrete forms other than at footings.
 - 2. 12 inches outside of concrete forms at footings.
 - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - 4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - 5. 8 inches beneath bottom of concrete slabs-on-grade.
 - 6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.

2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase material (Matches 2.I.D) and hot-mix asphalt paving or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- C. Bedding Course: Course placed over the excavated subgrade in trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or $\frac{3}{4}$ cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 18,650lbf; measured according to SAE J-1179.
 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to DAE J-732.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- K. Utilities: On-site underground pipes, conduits, ducts and cables, as well as underground services within buildings.
- L. Surcharge Fill: Could be any satisfactory fill.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of plastic warning tape.
 - 2. Geotextile.(If required)
- B. Samples: 12-by12-inch Sample of separation geotextile.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each imported borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 1557 for each on-site and borrow soil material proposed for fill an backfill prior to use.
- D. Blasting Plan: For record purposes; approved by authorities having jurisdiction.
- E. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

1.6 QUALITY ASSURANCE

- A. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," and prepare a blasting plan reporting the following:
 - 1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 - 2. Seismographic monitoring during blasting operations.
- B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:
 - 1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of basting mates, sequence of blasting operations, and procedures that will

- prevent damage to site improvements and structures on Project site and adjacent properties.
- 2. Seismographic monitoring during blasting operations.
- C. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Store sheet metal flashing and trim materials away from uncured concrete and masonry.

1.7 PROJECT CONDITIONS

- A. Existing Utilities: Owner is currently connected to existing house electrical service. Provide Owner with new temporary electrical service.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavation.
- B. Satisfactory Soil:
 - 1. On-site excavated soils approved by the geotechnical testing agency that area free of rock and gravel larger than 6 inches in largest dimension, debris, waste, topsoil, vegetation, frozen materials and other deleterious matter.
 - 2. Imported granular soils containing not more than 15 percent by weight passing a No. 200 sieve and having a maximum particle size of 6 inches.
- C. Unsatisfactory Soil:
 - 1. Unsatisfactory soils also include satisfactory soils not maintained close enough to optimum moisture content at time of compaction to achieve the compaction criteria of Section 3.16 for the various classes of fill and back fill.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 10 percent passing a No. 200 sieve.

- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, an natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 1 to 5 percent passing a No. 8 sieve.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No.4 sieve.
- I. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.
- J. Impervious Fill: As defined on the plans.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288
 - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - 4. Tear Strength: 56 lbf; ASTM D 4533.
 - 5. Puncture Strength: 56 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288
 - 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 - 4. Tear Strength: 90 lbf; ASTM D 4533.
 - 5. Puncture Strength: 90 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing,"
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.
- D. Provide protective insulation materials to protect subgrades and foundation soils against freezing temperatures or frost.
- E. Strip and Stockpile topsoil for reuse.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain, runoff or groundwater accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system, *(means and methods should be determined by contractor)* to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, segregate unsatisfactory materials during excavation and protect satisfactory materials from weather.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

3.7 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.

- B. If Engineer or Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements and fields with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3mph.
 - 2. Proof-roll with a loaded 10-wheel, tandem—axle dump truck weighing not less than 15 tons or other available construction equipment acceptable to the geotechnical engineer.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer or Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footing by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, Subdrainage, Dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspection underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow or ice.

3.11 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shaped bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section.

D. Place and compact initial backfill of subbase material as specified on the drawings.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

E. Backfill voids with satisfactory soil while installing and removing shoring and bracing.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches below finished grade or as indicated on the plans.

3.12 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered soil fill.

4. Under building slabs, use satisfactory soil fill up to a point four feet below the finished slab elevations, From that point to the drainage course provide and install engineered fill.
 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content, or with range to achieve the compaction criteria of Section 2.16 for the various classes of fill.
1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content so that it is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
1. Under structures, building slabs, steps, athletic field, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 4. For utility trenches, below buildings, structures, pavement, walks, compact each layer of initial and final backfill soil material at 95 percent.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
 3. Comply with section 2233 "Finish Grading".
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the tolerances below and listed in section 2233 "Finish Grading".
1. Lawn or Unpaved Areas: Plus or minimum 1 inch.
 2. Walks: Plus or minus ½ inch.
 3. Pavements: Plus or minus ½ inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of ½ inch when tested with a 10-foot straightedge.

3.16 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Division 2 Section "Subdrainage and Storm Drainage".
- B. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench or layer. Place a course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe as indicated on the plans, placed in compacted layers 12 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 18 inches.
1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 1557.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade or as indicated on the plans, in compacted layers 12 inches thick. Overlay drainage backfill with 1 layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 1557.

3.17 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase material and base course under pavements and walks as follows:

1. Place base course material over subbase material under hot-mix asphalt pavement.
 2. Shape subbase material and base course to required crown elevations and cross-slope grades.
 3. Place subbase material and base course 6 inches or less in compacted thickness in a single layer.
 4. Place subbase material and base course that exceeds 12 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 12 inches thick or less than 3 inches thick.
 5. Compact subbase material and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.18 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
 3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.19 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design-bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Concrete stoops and ramps including footings and foundation walls.
 - 2. Concrete sidewalks and steps.
 - 3. Concrete dumpster pads.
 - 4. Foundations for light poles

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.
- B. ACTION SUBMITTALS
- C. Product Data: For each type of product indicated.
- D. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- E. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- F. Joint Layout:
 - 1. Indicate proposed construction joints required to construct the structure.
 - 2. Indicate proposed contraction joints to control shrinkage cracking.
 - 3. Indicate proposed movement joints to allow for structural movement
 - 4. Location of all joints is subject to approval of the Architect and/or Structural Engineer.
 - 5. Indicate placement of the Diamond Dowel® System.
 - a. Indicate dimensions and spacings.
 - b. Comply with ACI 302.1R-04, ACI 360R-06, ACI Detailing Manual (SP-66) and PNA installation guides indicating arrangement of dowels.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer, and testing agency.
- B. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Fiber reinforcement.
 - 6. Waterstops.
 - 7. Bonding agents.
 - 8. Semirigid joint filler.
- C. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
 - 1. Aggregates.
- D. Minutes of preinstallation conferences held.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5 and Section 7, "Lightweight Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

- G. Semirigid Joint Filler Installer Qualifications: A qualified installer who has been recommended, certified, or approved by the manufacturer of the filler.
- H. Mockups:
 - 1. Semi-Rigid Joint Filler: Demonstrate typical joint preparation procedure, filler depth, finish profile, workmanship and color.
 - a. Fill joint in the location indicated or, if not indicated, as directed by Architect.
 - b. Approved mockup may become part of the completed Work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete subcontractor.
 - e. Testing Agency responsible for quality assurance testing
 - f. Structural Engineer
 - g. Special Inspection Coordinator
 - h. Concrete foreman
 - i. Special concrete finish subcontractor.
 - 2. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control,
 - b. Concrete finishes and finishing,
 - c. Cold- and hot-weather concreting procedures,
 - d. Curing procedures,
 - e. Construction and contraction joints,
 - f. Semirigid joint fillers,
 - g. Forms and form removal limitations,
 - h. Anchor rod and anchorage device installation tolerances,
 - i. Steel reinforcement installation,
 - j. Floor and slab flatness and levelness measurement,
 - k. Concrete protection.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 60 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.
- B. Threaded Mechanical Splices: The Dowel Bar Splicer shall be forged from ASTM A-615 grade 60 deformed rebar material, free of external welding and machining. It shall be furnished with an integral nailing flange and threaded with UNC or UN thread to a depth equal to the nominal thread diameter. The Dowel-In shall be fabricated from ASTM A-615 grade 60 deformed rebar material with thread corresponding to the Splicer. The completed splice shall meet 160% f_y exceeding tensile requirements of American Concrete Institute Specification 318, Building Code Requirements for Reinforced Concrete.
1. Products: Subject to compliance with requirements, available product that may be incorporated into the Work includes, but is not limited to, the following:
 - a. Dowel Bar Splice System (DB/DI) parallel threaded couplers as manufactured by Dayton Superior Corporation.
- C. Lockshear Bolt Coupler-Type Mechanical Splices: The mechanical connection shall meet building code requirements of developing in tension and compression as required by ACI-318. The mechanical connection shall be the positive butt splices utilizing lock shear bolts and internal serrated grip rails within the coupling sleeve manufactured from high quality steel. All couplers shall be installed per the manufacturer's approved procedures.
1. Reinforcing bars shall be spliced with Type 1 mechanical splices, except as noted below. Type 1 splices shall develop 125% of the bar yield strength.
 2. Reinforcing bars that are part of the seismic force resisting system shall be spliced with Type 2 mechanical splices that develop the specified tensile strength of the bar.
 3. Products: Subject to compliance with requirements, available product that may be incorporated into the Work includes, but is not limited to, the following:
 - a. Bar Lock™ lockshear bolt couplers as manufactured by Dayton Superior Corporation.

2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
1. For all concrete except as noted below: Portland Cement: ASTM C 150, Type I or Type III, gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F or C.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
 2. For concrete in contact with earth: Portland Cement: ASTM C 150, Type II, gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F or C.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
1. Maximum Coarse-Aggregate Size:
 - a. Typical: 3/4 inch nominal.
 - b. 10 inch thick vehicular trafficked slabs: 1 inch nominal.

- 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Lightweight Aggregate: ASTM C 330, 3/4-inch nominal maximum aggregate size.
- D. Water: ASTM C 94/C 94M and potable.

2.5 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 FIBER REINFORCEMENT

- A. Synthetic Macro-Fiber: Polyolefin macro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1 to 2-1/4 inches long.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. FORTA Corporation; FORTA FERRO.
 - b. Grace Construction Products, W. R. Grace & Co.; Strux 90/40.
 - c. Propex Concrete Systems Corp.; Fibermesh 650.
 - d. Sika Corporation; Sika Fiber MS10.

2.7 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. L&M Construction Chemicals, Inc.; E-CON.
 - b. Sika Corporation; SikaFilm.
 - c. Symons by Dayton Superior; Finishing Aid.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
 - 1. Absorptive covers shall not be used at slabs.
- C. Moisture-Retaining Cover: ASTM C 171, inorganic rayon and polyester blend fabric with a UV-resistant polyethylene coating that will not stick to the slab surface, leave behind any residue after use, stain the slab, or rot/mildew during storage. Fabric backing shall trap and retain water to provide high humidity condition below cover.
 - 1. Moisture-retaining covers shall be used at all slabs.

2. Physical properties:
 - a. Functional:
 - 1) Absorbency: 494% in accord with WSP 10.1.
 - 2) Wicking:
 - a) MD: 4.5" in accord with WSP 10.1.
 - b) XD: 2" in accord with WSP 10.1.
 - 3) Vapor Permeation: .02 oz/yd²/24 hrs in accord with ASTM D-6701.
 - 4) Reflectance (whiteness index): >80% in accord with ASTM E-313.
 - b. Durability:
 - 1) Basis weight: 18.2 lbs /1000ft² in accord with ASTM D 3776.
 - 2) Tensile grab strength:
 - a) MD: 34 lbf in accord with ASTM D 5034.
 - b) XD: 18 lbf in accord with ASTM D 5034.
 - 3) Grab elongation:
 - a) MD: 39% in accord with ASTM D 5034.
 - b) XD: 137% in accord with ASTM D 5034.
 - 4) Trapezoidal tear strength:
 - a) MD: 18 lbf in accord with ASTM D 5733.
 - b) XD: 20 lbf in accord with ASTM D 5733.
 - c. Descriptive:
 - 1) Thickness: 0.017" in accord with ASTM D 1777.
 - 2) Mullen burst test: 37 psi in accord with ASTM D 3786.
 - d. Handling:
 - 1) Width: 126+/-1".
 - 2) Standard weight: 80 lbs/roll.
 - e. Fabrication: Fabricate fabric backing to trap and retain water within mass of entangled fibers thus providing 100% humidity condition below cover.
3. Products: Subject to compliance with requirements, available product that may be incorporated into the Work includes, but is not limited to, the following:
 - a. PNA HydracureTM S16 Single-Use Wet Curing Cover by PNA Construction Technologies, www.pna-inc.com; 800-542-0214.

D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating with low VOC's, and must contribute to LEED certification.
1. Curing compounds shall not be used at slabs.
 2. Products: Subject to compliance with requirements, available product that may be incorporated into the Work includes, but is not limited to, the following:
 - a. L&M Construction Chemicals, Inc.; L & M Clear Dissipating Cure EF.

2.8 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness range of 90 to 95 per ASTM D 2240, tensile strength of 1300 psi per ASTM D-638, and adhesion strength to concrete of 300-350 psi per ASTM D-4541. Provide custom color as selected by the Architect.

1. Products: Subject to compliance with requirements, available product that may be incorporated into the Work includes, but is not limited to, the following:
 - a. Metzger/McGuire; MM-80 www.metzgermcguire.com
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.9 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
 2. Submit certified material test reports demonstrating that test results for trial mix batches for each concrete mix design comply with ACI 301 and the additional requirements of the project contract documents.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 1. Fly Ash: 25 percent.
 2. Combined Fly Ash and Pozzolan: 25 percent.
 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete as follows:
 1. At interior and exterior slabs subject to vehicular traffic: 0.15 percent by weight of cement.
 2. At interior slabs not subject to vehicular traffic: 1.00 percent by weight of cement.
 3. All other areas: 0.30 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 1. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.10 CONCRETE MIXTURES

- A. Footings, Foundation Walls – slab on grade, footings for deck supports, and other elements in contact with earth: Proportion normal-weight concrete mixture as follows:
 1. ASTM Type II cement
 2. ¾" maximum aggregate, nominal
 3. Minimum Compressive Strength: 4000 psi at 28 days.
 4. Maximum Water-Cementitious Materials Ratio: 0.50.
 5. Slump Limit:
 - a. 2 inches minimum to 5 inches maximum, or

- b. 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 6. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 - 7. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
 - 8. Contractor may use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 9. Contractor shall use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- B. Concrete not in contact with earth: Proportion normal-weight concrete mixture as follows:
- 1. ASTM Type I, Type II, or Type III cement
 - 2. 3/4" maximum aggregate, nominal
 - 3. Minimum Compressive Strength: 4000 psi at 28 days.
 - 4. Maximum Water-Cementitious Materials Ratio: 0.50.
 - 5. Slump Limit:
 - a. 2 inches minimum to 5 inches maximum, or
 - b. 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 6. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 - 7. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
 - 8. Contractor may use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 9. Contractor shall use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 10. Other non-mix design requirements for reference
 - a. Provide minimum clear cover of 2" at top of slab
 - b. Composite $F_f = 35$ $F_l = 25$, Local $F_f = 25$, $F_l = 18$
 - c. Finish as a Class 5 Floor in accordance with Table 2.1 of ACI 302.1R.
 - d. Cure with moisture retaining cover only.
 - e. Seal with liquid penetrating floor treatment

2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch: For smooth-formed finished surfaces that are prominently exposed to public view.
 - 2. Class C, 1/2 inch: For rough-formed finished surfaces that are permanently exposed without additional finish.
 - 3. Class D, 1 inch: For rough-formed finished surfaces that are permanently concealed, where roughness is not objectionable.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.
- B. Coordinate block-outs and cast-in anchorages and frames for architectural joint systems in concrete floors, parking decks, and walls.
- C. Coordinate, furnish, and install anchorages for installing joint systems to be embedded in or anchored to concrete or to have recesses formed into edges of concrete deck for later placement and grouting-in of frames. Provide fasteners of metal, type, and size to suit type of construction indicated and to provide for secure attachment of expansion control systems.
- D. Cast-In Frames: Coordinate, furnish, and install frames to be cast into concrete.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of walls and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.
 - 1. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
 - 2. If cementitious materials are comprised of more than 25%, by weight, ground granulated blast-furnace slag in the design mix, keep forms in place for a minimum of 48 hours.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints where indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Space vertical joints in walls as indicated in typical details.
 - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
 - 2. Align contraction joints with edges of precast planks and with finish floor movement joints.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to Class D and Class C formed concrete surfaces.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to Class A And Class B formed concrete surfaces – i.e. surfaces exposed to public view, surfaces to receive a rubbed finish, or surfaces to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
 - 1. Apply scratch finish to surfaces to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces indicated to receive trowel finish, surfaces to be covered with fluid-applied or sheet waterproofing, and surfaces to be covered with built-up or membrane roofing.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free

of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces indicated.
 2. Finish surfaces in accordance with recommendations of ACI 302.1R for floor class. See article "Concrete Mixtures For Building Elements" above for specified floor Classes.
 3. Finish surfaces to the following tolerances, according to ASTM E 1155 , for a randomly trafficked floor surface:
 - a. See article "Concrete Mixtures For Building Elements" above for specified overall and local values of flatness, and of levelness.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where granite, ceramic, or other tile is to be installed by either thickset, medium-set, or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
1. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - a. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - 1) Water.
 - 2) Continuous water-fog spray.
 - 3) Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - b. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to

heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- D. Concrete Slabs: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces according to ACI 308.1 using the following method:
1. Moisture-Retaining-Cover Curing: Use moisture-retaining covers to cure concrete surfaces at ALL concrete slabs.
 - a. Install concrete wet curing covers in accordance with manufacturer's product data and in accordance with shop drawings.
 - b. Remove roll from shipping pallet and bag.
 - c. Thoroughly wet slab surface to provide a complete and continuous cover of water in accordance with ACI guidelines. Water temperature shall be within 20 degrees F of temperature of the concrete and free of aggressive impurities.
 - d. Unroll curing cover right onto slab. The non-woven material side (fuzzy side) shall be in contact with slab surface. The coated side shall be face up. Edges of cover at construction joints shall extend 4 times the slab depth. For example, on a 6" slab curing cover shall extend 24" out from base of slab.
 - e. Each roll shall overlap adjacent rolls by 6" to 12" on each side. If windy the curing covers shall be weighted down to prevent shifting.
 - f. Use HydraCure™ roller to remove air bubbles.
 - g. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - h. Cure for not less than seven days. When curing is complete, remove curing cover from slab. Discard cover upon removal from slab.

3.10 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
1. Defer joint filling until all of the following criteria have been met:
 - a. As long as possible, but allow concrete to age a minimum of 120 days
 - b. Construction traffic has permanently ceased
 - c. The project schedule is less than 60 days from substantial completion.
 - d. Temperature and humidity controls are in use and have been operating for a minimum of 14 days (if building will be temperature controlled).
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.
- D. If joint filler separates more than 1/32 inch prior to Substantial Completion, the contractor shall be required to correct the separation voids using one of the following options as approved by the Architect. The cost of the correction shall be borne by the contractor.
1. Option 1: Rake/blow separation voids clear and refill (overfill) with either the specified Semirigid Joint Filler, or with Metzger/McGuire polyurea Spal-Pro RS 88. Razor off excess filler flush with surface after cure.

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34 ELAINE ROAD
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2. Option 2: Saw out top 1/2" (12 mm) of joint filler using a dustless concrete saw or crack chaser and refill (overfill) with the specified Semirigid Joint Filler, or with Metzger/McGuire polyurea Spal-Pro RS 88. Razor off excess filler flush with surface after cure.

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3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

3.12 PROTECTION OF LIQUID FLOOR TREATMENTS

- A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 03300

SECTION 06100 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Framing with engineered wood products.
 - 3. Engineered Wood Products.
 - 4. Wood blocking, cants, and nailers.
 - 5. Wood furring.
 - 6. Sheathing.
 - 7. Building wrap.
- B. Related sections include the following:
 - 1. Division 6 Section 06106 Sheathing

1.3 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. Engineered Wood Products: Laminated-Veneer Lumber: A composite of wood veneers with grain primarily parallel to member lengths, manufactured with an exterior-type adhesive complying with ASTM D2559.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NELMA – Northeastern Lumber Manufacturers Association.
 - 2. NLGA – National Lumber Grades Authority.
 - 3. RIS – Redwood Inspection Service.
 - 4. SPIB – Southern Pine Inspection Bureau.
 - 5. WCLIB – West Coast Lumber Inspection Bureau.
 - 6. WWPA – Western Wood Products Association.

7. APA – American Plywood Association.

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 manufacture'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.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.
 1. Preservative-treated wood.
 2. Engineered wood products.
 3. Power-driven fasteners.
 4. Expansion anchors.
 5. Metal framing anchors.
 6. Building wrap.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- B. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.
- C. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspection agency acceptable to authorities having jurisdiction.
 1. Fire-Resistance Ratings: Indicated by design designations from UL's Fire Resistance Directory.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Metal Framing Anchors
 - a. Alpine Engineered Products, Inc.
 - b. Simpson Strong-Tie Company, Inc.
 - c. United Steel Products Company, Inc.

2.2 WOOD PRODUCT, GENERAL

- A. Lumber: DOC PS 20 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. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
 - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2" thickness or less, unless otherwise indicated.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPAC2 (lumber) and AWPAC9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPAC31 with inorganic boron (SBX).
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and the following:
 - a. Chromated copper arsenate (CCA).
 - b. Ammoniacal copper zinc arsenate (ACZA).

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. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece, or omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application: Treat all rough carpentry, unless otherwise noted.
 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping and similar members in connections 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 member less than 18 inches above grade.
 4. Wood floor plates that are installed over concrete slabs directly in contact with earth.
 5. Use Interior Type A High Temperature (HT), unless otherwise indicated.
- E. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.

2.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. Non-Load-Bearing Interior Partitions: Construction, Stud, or No. 2 and any of the following species:
 1. Mixed southern pine; SPIB.
 2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
- C. Exterior and Load-Bearing Walls Construction grade and any of the following species:

1. Douglas fir-south; WWPA.
2. Douglas fir-larch (north); NLGA.
3. Hem-fir; WCLIB or WWPA.
4. Hem-fir (north); NLGA
5. Southern pine; SPIB.

2.5 MISCELLANEOUS LUMBER

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

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

- B. For items of dimension lumber size, provide Standard grade lumber with 19 percent maximum moisture content and any of the following species:

1. Mixed southern pine; SPIB.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

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

1. Eastern white pine, Idaho white, lodge pole, ponderosa, or sugar pine; D Select Quality.
2. Mixed southern pine, B&B; SPIB.

- D. 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. Hem-fir or Hem-fir (north).

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

2.6 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. Power-Driven Fasteners: CABO NER-272.
 - D. Wood Screws: ASME B18.6.1.
 - E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
 - F. Lag Bolts: ASME B 18.2.1.
 - G. Bolts: Steel bolts complying with ASTM A 307, Grade A hex nuts and, where indicated, flat washers.
 - H. 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, Class 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.

2.7 METAL FRAMING ANCHORS

- A. General: Provide framing anchors made from metal indicated, of structural capacity, type, and size indicated, as specified on drawings. However, if not specified, anchors shall be 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, G60 coating designation.
- C. Joist Hangers: U-shaped joist hangers sizes as indicated on drawings.
- D. I-Joist Hangers: U-shaped joist hangers sizes as indicated on drawings.
- E. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member. Sizes as indicated on drawings
- F. Bridging: Rigid, V-section, nailless type, 0.062 inch thick, length to suit joist size and spacing. Sizes as indicated on drawings.
- G. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch minimum side cover. Sizes as indicated on drawings.
- H. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports. Sizes as indicated on drawings.
- I. Rafter Tie-Downs: Bent strap tie for fastening rafters or roof trusses to wall studs below. Tie fastens to side of rafter or truss, face of top plates, and side of stud below. Sizes as indicated on drawings.
- J. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs. Sizes as indicated on drawings.
- K. Wall Bracing: Angle bracing made for letting into studs in saw kerf. Sizes as indicated on drawings.
- L. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base. Sizes as indicated on drawings.

2.8 MISCELLANEOUS MATERIALS

- A. 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. See Section 07270 Air Barrier.
- B. Building Wrap Tape: Pressure-sensitive plastic tape recommended by building wrap manufacturer for sealing joints and penetrations in building wrap.
- C. 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.

- D. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- E. Sill-Sealer Gaskets: Closed-cell neoprene foam, ¼ inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- F. Water-Repellent Preservative: NWWDA- tested and –accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.
- G. Adhesive Anchoring System: Two-part epoxy adhesive used to fasten anchor rods to hardened concrete.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "HIT RE 500 Epoxy Adhesive Anchor"; Hilti Corporation
 - b. "SET High Strength Epoxy"; Simpson Strong-tie Company.
- H. Sleeve Anchors for attachment to Concrete Masonry: Mechanical expansion bolts consisting of an externally threaded stud with a full-length expanding sleeve; zinc plated in accordance with ASTM B633, meeting the requirements of Federal Specification FF-S-325, Group II, Type 3, Class 3. Sleeve anchor diameter as indicated.
 - 1. Products: Subject to compliance with requirements, provide one of the following;
 - a. "HLC Sleeve Anchor"; Hilti Corporation
 - b. "Power Bolt"; Powers/Rawl
- I. 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, Class 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.

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, 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 AWPAC M4 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. CABO NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. Table 2305.2, "Fastening Schedule," in the BOCA National Building 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 SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or 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.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

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 Strand Board or Hardboard Paneling: Install 1-by3-inch nominal-size furring horizontally and vertically at 24 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- size furring vertically at 16 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.
- D. Where built-up beams or girders of 2-inch nominal-dimension lumber on edge are required, fasten together with 2 rows of 20d nails spaced not less than 32 inches o.c. Locate one row near top edge and other near bottom edge.
 - 1. For continuous members, stagger end joints at quarter points 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 nominal size wood studs spaced 16 inches on center.
 - a. Size as indicated on drawings.
 - 2. For interior partitions and walls, provide 2-by-4-inch nominal- size wood studs spaced 16 inches on center, 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 midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.

- C. 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.
- D. 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 non-load-bearing partitions, provide double-jamb studs with headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 48 to 72 inches in width, 8-inch nominal depth for openings 72 to 120 inches in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
 - 2. For load-bearing walls, provide double-jamb studs for openings 72 inches and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated.
- E. Provide bracing in exterior walls, at both walls of each external corner, full-story height, unless otherwise indicated on drawings.
- F. Provide bracing in walls, at locations indicated, full-story height, unless otherwise indicated. Provide one of the following:
 - 1. Diagonal bracing at 45-degree angle using let-in 1-by-4-inch nominal size boards.
 - 2. Diagonal bracing at 45-degree angle using metal bracing.
 - 3. Oriented-strand-board panels not less than 48 by 96 inches applied vertically
 - 4. Particleboard sheathing panels not less than 48 by 96 inches applied vertically.
 - 5. In lieu of bracing at corners or at locations indicated, continuous gypsum sheathing may be provided in panels not less than 48 by 96 inches applied vertically.
 - 6. In lieu of bracing at corners or at locations indicated, continuous fiberboard sheathing, intermediate type, may be provided in panels not less than 48 by 96 inches applied vertically.

3.6 PLYWOOD SHEATHING INSTALLATION

- A. Fasten plywood sheathing panels to intermediate supports and then at edges and ends. Use galvanized roofing nails or galvanized staples; comply with manufacturer's recommended spacing and referenced fastening schedule. Drive fasteners flush with surface of sheathing and locate perimeter fasteners at least 3/8 inch from edges and ends.
- B. Install sheathing vertically with long edges parallel to, and centered over, studs. Install solid wood blocking where end joints do not occur over framing. Allow 1/8-inch open space between edges and ends of adjacent units. Stagger horizontal joints, if any.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- C. Cover sheathing as soon as practical after installation to prevent deterioration from wetting.

3.7 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.

3.8 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.

END OF SECTION 06100

SECTION 06160 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY OF WORK

- A. This Section includes new exterior roof sheathing as required to repair/replace existing roof sheathing.
- B. This section includes new exterior wall sheathing to repair or replace damaged wall sheathing.

1.3 RELATED SECTIONS

- A. Division 07 Section "Asphalt Shingles" for underlayment, flashing, roof accessories, and shingles installed over roof sheathing.

1.4 SUBMITTAL

- A. Product Data: For each type of sheathing specified. Indicate component materials and dimensions and include construction and application details.

1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory".

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack sheathing panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings. Store and transport panels in accordance with panel manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

A. General:

1. Plywood: DOC PS 1.
2. Thickness: indicated on drawings.
3. Factory mark panels to indicate compliance with applicable standard.

B. Plywood Roof Sheathing: Exterior Exposure 1, Structural I sheathing.

1. Span Rating: Not less than 16/0.
2. Nominal Thickness: As required to match existing sheathing thickness.

2.2 FASTENERS

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

1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or Type 304 stainless steel.

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

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's "International Residential Code for One- and Two-Family Dwellings."
 4. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's "International One- and Two-Family Dwelling Code."
- D. 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. Install fasteners without splitting wood.
- E. Coordinate roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

END OF SECTION 06160

SECTION 06201 – EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Standing and running trim. [Not otherwise indicated as Azek or Vinyl material]
 - 2. Miscellaneous lumber

1.3 SUBMITTALS

- A. Samples: Submit the following samples for each species and cut or pattern of finish carpentry.
 - 1. Exterior standing and running trim: 1'-0" long x full board or molding width, finished on one side and one edge.
- B. Wood Treatment Data: Submit chemical treatment manufacturer's instructions for handling, storage, installation and finishing treated materials.
- C. Shop Drawings: See instructions in Division 1.

1.4 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
 - 1. Exterior standing and running trim.
- B. Fire Retardant Marking: Mark each unit of fire retardant treated lumber and plywood with classification marking of Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction. Place marking on surfaces that will not be exposed after installation.

- C. The "Architectural Woodwork Quality Standards and Guide Specifications," published by AWI, is hereby incorporated by reference. This reference is referred to in this section as AWI Standards.
- D. Standing and Running Trim: Conform to the requirements of AWI Standards, Section 300, Custom Grade.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry materials, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, finish carpentry materials must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.6 JOB CONDITIONS

- A. Conditioning: Installer shall advise contractor of temperature and humidity requirements for finish carpentry installation areas. Do not install finish carpentry until required temperature and relative humidity conditions have been stabilized and will be maintained in installation areas.
- B. Temperature and Humidity: Maintain temperature and humidity control in installation area as required to maintain moisture content of installed finish carpentry within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. The fabricator of woodwork shall determine optimum moisture content and required temperature and humidity conditions.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS QUALITY STANDARDS

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," for lumber and with applicable grading rules of inspection agencies certified by the American Lumber Standards Committee Board of Review.
- B. Softwood Plywood: Comply with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."
- C. Hardwood Plywood: Comply with HPVA HP-1, "Interim Voluntary Standard for Hardwood and Decorative Plywood."
- D. Hardwood Lumber Standard: Comply with National Hardwood Lumber Association (NHLA) rules.

- E. Woodworking Standard: Where indicated for a specific product comply with specified provision of the following:
 - 1. Architectural Woodwork Institute (AWI) "Quality Standards".
- F. Glued-up Lumber Standard: Comply with PS 56.
- G. Fire-Retardant Treatment: Where indicated, use materials impregnated with fire-retardant chemicals per AWPA C20; exterior type or interior Type A as required.

2.2 MATERIALS

- A. General:
 - 1. Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by PS 20 or to actual sizes and patterns as shown, unless otherwise indicated.
 - 2. Moisture Content of Softwood Lumber: Provide seasoned (KD) lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- B. Lumber for Transparent Finish (Stained or Clear): Use pieces made of solid lumber stock.
- C. Lumber for Painted Finish: At contractor's option, use pieces which are either glued-up lumber or made of solid lumber stock.

2.3 STANDING AND RUNNING TRIM

- A. Softwood Lumber Trim:
 - 1. Species and Grade: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine; C Select (Choice) or D Select (Quality); NeLMA, NLGA, or WWPA.
 - 2. Species and Grade: Douglas fir-larch or Douglas fir south, Superior or C & Btr finish; NLGA, WCLIB, or WWPA.
 - 3. Species and Grade: Southern pine, C & Btr finish; SPIB.
 - 4. Maximum Moisture Content: 15 percent.
- B. Hardwood Lumber Trim:
 - 1. Species and Grade: White maple or yellow poplar; A finish; NHLA.
 - 2. Maximum Moisture Content: 13 percent.
- C. Moldings for Opaque Finish (Painted): Made to patterns included in WMMPA WM 12.
 - 1. Softwood Moldings: WMMPA WM 4, P-grade.
 - a. Species: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine.

- b. Maximum Moisture Content: 15 percent.
- 2. Hardwood Moldings: WMMPA HWM 2, P-grade.
 - a. Species: Aspen, basswood, cottonwood, gum, magnolia, soft maple, tupelo, or yellow poplar.
 - b. Maximum Moisture Content: 9 percent.

2.4 EXTERIOR FINISH CARPENTRY

- A. Standing and Running trim: For trim in form of boards and worked products, provide lumber complying with the following requirements including those of the grading agency listed with species.
- B. For exterior finish carpentry work use glued-up lumber complying with PS 56 for “wet use” and certified so by respective grading and inspecting agency for species and product indicated.

2.5 MISCELLANEOUS MATERIALS

- A. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue.
 - 1. Use wood glue that has a VOC content of 30 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Fasteners and Anchorages: Provide nails, screws and other anchoring devised of the type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible, and complying with applicable Federal Specifications.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Preparation:
 - 1. Condition wood materials to average prevailing humidity conditions in installation areas prior to installing.
 - 2. Backprime lumber for painted finish exposed on the exterior. Comply with requirements of section on painting within Division 9 for primers and their application.
- B. Installation:
 - 1. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of

- joints or optimum jointing arrangements, or which are of defective manufacture with respect to surfaces, sizes or patterns.
2. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops; and with 1/16" maximum offsets in revealed adjoining surfaces.
 3. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
 4. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum lengths of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, to produce tight fitting joints with full surface contact throughout length of joint. Use scarf joints for end to end joints. Make exterior joints water-resistant by careful fitting.
 5. Anchor finish carpentry work to anchorage devices or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fastener heads are required, use fine finishing nails for exposed nailings, countersunk, concealed fasteners and blind nailing as required for a complete installation.

C. Adjustment, Cleaning, Finishing and Protection:

1. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
2. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
3. Protection: Installer of finish carpentry work shall advise contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION 06201

SECTION 06202 – INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Interior moldings.
 - 2. Shelving and clothes rods
 - 3. Window casing (interior) and window sills.

1.3 SUBMITTALS

- A. Samples: Submit the following samples for each species and cut or pattern of finish carpentry.
 - 1. Interior standing and running trim: 1'-0" full board or molding width, unfinished.
 - 2. Plastic Laminate: Full chain of samples for approval and color selection.
- B. Wood Treatment Data: Submit chemical treatment manufacturer's instructions for handling, storage, installation and finishing treated materials.
- C. Shop Drawings: See instructions in Division 1.

1.4 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
 - 1. Interior standing and running trim.
- B. Fire Retardant Marking: Mark each unit of fire retardant treated lumber and plywood with classification marking of Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction. Place marking on surfaces that will not be exposed after installation.

- C. The "Architectural Woodwork Quality Standards and Guide Specifications," published by AWI, is hereby incorporated by reference. This reference is referred to in this section as AWI Standards.
- D. Standing and Running Trim: Conform to the requirements of AWI Standards, Section 300, Custom Grade.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry materials, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, finish carpentry materials must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.6 JOB CONDITIONS

- A. Conditioning: Installer shall advise contractor of temperature and humidity requirements for finish carpentry installation areas. Do not install finish carpentry until required temperature and relative humidity conditions have been stabilized and will be maintained in installation areas.
- B. Temperature and Humidity: Maintain temperature and humidity in installation area as required to maintain moisture content of installed finish carpentry within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. The fabricator of woodwork shall determine optimum moisture content and required temperature and humidity conditions.
- C. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit work to be performed according to manufacturer's written instructions and warranty requirements and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS QUALITY STANDARDS

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," for lumber and with applicable grading rules of inspection agencies certified by the American Lumber Standards Committee Board of Review.
- B. Softwood Plywood: Comply with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."

- C. Hardwood Plywood: Comply with HPVA HP-1, "Interim Voluntary Standard for Hardwood and Decorative Plywood."
- D. Hardwood Lumber Standard: Comply with National Hardwood Lumber Association (NHLA) rules.
- E. Woodworking Standard: Where indicated for a specific product comply with specified provision of the following:
 - 1. Architectural Woodwork Institute (AWI) "Quality Standards".
- F. Glued-up Lumber Standard: Comply with PS 56.
- G. Fire-Retardant Treatment: Where indicated, use materials impregnated with fire-retardant chemicals per AWPAC20; exterior type or interior Type A as required.

2.2 MATERIALS

- A. General:
 - 1. Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by PS 20 or to actual sizes and patterns as shown, unless otherwise indicated.
 - 2. Moisture Content of Softwood Lumber: Provide seasoned (KD) lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- B. Lumber for Transparent Finish (Stained or Clear): Use pieces made of solid lumber stock.
- C. Lumber for Painted Finish: At contractor's option, use pieces which are either glued-up lumber or made of solid lumber stock.

2.3 FIRE-RETARDANT TREATED MATERIALS

- A. Lumber: Comply with performance requirements in AWPAC20, Interior Type A. Kiln dry after treatment to a maximum moisture content of 19 percent.
- B. Plywood: Comply with performance requirements in AWPAC27, Interior Type A. Kiln dry after treatment to a maximum moisture content of 15 percent.
- C. Application: All interior lumber and plywood.

2.4 STANDING AND RUNNING TRIM

- A. Softwood Lumber Trim:

1. Species and Grade: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine; C Select (Choice) or D Select (Quality); NeLMA, NLGA, or WWPA.
2. Maximum Moisture Content: 12 percent.

B. Hardwood Lumber Trim:

1. Species and Grade: White maple or yellow poplar; A finish; NHLA.
2. Maximum Moisture Content: 13 percent.

C. Moldings for Opaque Finish (Painted): Made to patterns included in WMMPA WM 12.

1. Softwood Moldings: WMMPA WM 4, P-grade.
 - a. Species: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine.
 - b. Maximum Moisture Content: 15 percent.
2. Hardwood Moldings: WMMPA HWM 2, P-grade.
 - a. Species: Aspen, basswood, cottonwood, gum, magnolia, soft maple, tupelo, or yellow poplar.
 - b. Maximum Moisture Content: 9 percent.

D. Molding Patterns:

1. Base Pattern: WM 620, 9/16-by-4-1/4-inch ogee base.
2. Casing Pattern: WM 361 11/16-by-2-1/2-inch featheredge casing.
3. Stool Cap similar to Brosco 1261 but extended to project 2" from face of wall.
4. Window Apron – Brosco 1269 5/8" by 2 1/2".

2.5 CLOSET SHELVING AND POLES

- A. Shelving shall be vinyl coated, ventilated, steel rod shelving having maximum rod spacing of 1". Color shall be white.
- B. Shelf and pole shall be 16" shelf with integral rod or pole. At all units, install clips and anchors such that shelf and pole can be installed at both 4'-0" AFF and at 5'-6" AFF.
- C. Shelving at storage closets shall be 16" deep at bottom 2 shelves and 12" deep at upper 3 shelves.
- D. Shelving at linen closets and pantry shall be 16" deep at all shelves.
- E. All installations shall be complete with all anchors, braces, end caps, joiner clamps, and all other accessories required for a complete installation. Intermediate support braces shall be installed so that spans do not exceed 3'-6" in any location.

2.6 MISCELLANEOUS MATERIALS

- A. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue.
 - 1. Use wood glue that has a VOC content of 30 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Fasteners and Anchorages: Provide nails, screws and other anchoring devised of the type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible, and complying with applicable Federal Specifications.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Preparation:
 - 1. Condition wood materials to average prevailing humidity conditions in installation areas prior to installing.
 - 2. Backprime lumber for painted finish exposed on the exterior. Comply with requirements of section on painting within Division 9 for primers and their application.
- B. Installation:
 - 1. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of joints or optimum jointing arrangements, or which are of defective manufacture with respect to surfaces, sizes or patterns.
 - 2. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops; and with 1/16" maximum offsets in revealed adjoining surfaces.
 - 3. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
 - 4. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum lengths of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, to produce tight fitting joints with full surface contact throughout length of joint. Use scarf joints for end to end joints. Make exterior joints water-resistant by careful fitting.
 - 5. Anchor finish carpentry work to anchorage devices or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fastener heads are required, use fine finishing nails for exposed nailings, countersunk, concealed fasteners and blind nailing as required for a complete installation.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- a. Attach siding to framing to comply with siding manufacturer's instructions including requirements for type, size, materials, location and spacing of fasteners.

C. Adjustment, Cleaning, Finishing and Protection:

1. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
2. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
3. Protection: Installer of finish carpentry work shall advise contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION 06202

SECTION 07210 – BUILDING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Perimeter wall insulation (supporting backfill).
 - 2. Concealed building insulation.
 - 3. Vapor retarders.
 - 4. Sound attenuation insulation.
 - 5. Rigid insulation.

1.3 PERFORMANCE REQUIREMENTS

- A. Plenum Rating: Provide glass-fiber insulation where indicated in ceiling plenums whose test performance is rated as follows for use in plenums as determined by testing identical products per "Erosion Test" and "Mold Growth and Humidity Test" described in UL 181, or on comparable tests from another standard acceptable to authorities having jurisdiction.
 - 1. Erosion Test Results: Insulation shows no visible evidence of cracking, flaking, peeling, or delamination of interior surface of duct assembly, after testing for 4 hours at 2500-fpm (13-m/s) air velocity.
 - 2. Mold Growth and Humidity Test Results: Insulation shows no evidence of mold growth, delamination, or other deterioration due to the effects of high humidity, after inoculation with Chaetomium globosum on all surfaces and storing for 60 days at 100 percent relative humidity in the dark.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units for each type of exposed insulation indicated.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for insulation products.
- D. Research/Evaluation Reports: For foam-plastic insulation.

1.5 QUALITY ASSURANCE

- A. Retain ASTM test method below based on product and kind of fire-resistance characteristic specified for each product in Part 2. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics and other methods indicated with product, by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to project site before installation time.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FOAM-PLASTIC BOARD INSULATION

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, 1.60 lb/cu. ft. (26 kg/cu. m) VI, 1.80 lb/cu. ft. (29 kg/cu. m), with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively:
 - 1. Available Manufacturers:
 - a. DiversiFoam Products.
 - b. Dow Chemical Company.
 - c. Owens Corning.

2.3 GLASS-FIBER BLANKET INSULATION

- A. Available Manufacturers:
 - 1. CertainTeed Corporation.
 - 2. Johns Manville.
 - 3. Owens Corning.
- B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- C. Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (blankets with reflective membrane facing), Class A (membrane-faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with polypropylene-scrim-kraft vapor-retarder membrane on 1 face.
- D. Provide insulation as shown on the drawings and as follows:
 - 1. Exterior Walls: 6 1/4", R-19 and attic kneewalls. (See drawings for locations.)
 - 2. Sound Barriers in 2x4 partitions: 3", R-11.
 - 3. Band Joists: 6 1/4" R-19 minimum.
 - 4. Uninhabited Attic Floors: 6 1/4", R-19.
 - 5. Inhabited Attic Floors: None Required
 - 6. Attic Access Doors: Adhere R-10 rigid insulation on back of access doors.
 - 7. Basement Ceilings: 5 1/2" R-21 minimum.
 - 8. Window and Door Rough Openings: Non-expanding spray-foam/closed cell foam backer rod and sealant.
 - 9. Gaps in Exterior Wall Sheathing: Seams, penetrations
 - 10. Attic Kneewall Doors: Attic doors shall be weatherstripped, latched and trimmed.
 - 11. Shower and Tub Drains: Penetrations shall be blocked with air-impermeable insulation and sealed.
 - 12. Drywall Penetrations in Insulated Walls: Wall switches, duplex receptacles, etc. shall be sealed.
 - 13. Air Barrier behind Tubs and Showers: Shall have secondary air barrier/wall insulation per code.
- E. Foam Insulation: Provide spray foam insulation seal out at all floor and ceiling penetrations especially at attic.
- F. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation or mechanical anchors securely to substrates indicated without damaging or corroding either insulation, anchors, or substrates.

2.4 SPRAY FOAM INSULATION (OPEN-CELL)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide "Icynene LD-C-50™ all water-blown polyurethane foam insulation by Icynene Inc., or equivalent product by one of the following:
 - 1. BaySystems North America, LLC>
 - 2. Demilec (USA) LLC.
- B. Open-Cell Polyurethane Foam Insulation: Spray-applied polyurethane foam using water as a blowing agent.
 - 1. Thermal Resistance (R-Value/inch): ASTM C518; 3.7 hr/sq. ft/degree F/BTU.
 - 2. Air Permeance (for 5.25 inches of material): ASTM E283; 0.009 l/m²/second.
 - 3. Water Vapor Transmission (for 5 inches of material): ASTM E96; < 11 perms.
 - 4. Corrosion: No significant corrosion when in contact with steel under 85 percent relative humidity.
 - 5. Density (pcf @ 2" lift): ASTM D 1622; Minimum density of 0.5 lb/cu. Ft. (6.4 kg/cu. m).
 - 6. Bacterial or Fungal Growth: No growth; no material deterioration.
 - 7. Flame Spread and Smoke Developed Rating: ASTM E84; 20/400.
 - 8. Fuel Contribution: ASTM E84; 0.
- C. Thickness: As shown on the Drawings.

2.5 FOUNDATION INSULATION

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, of type and density indicated below, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively:
 - 1. Available Manufacturers:
 - a. DiversiFoam Products.
 - b. Dow Chemical Company.
 - c. Owens Corning.
 - 2. Type IV, 1.60 lb/cu. ft. (26 kg/cu. m), unless otherwise indicated.
 - 3. Minimum insulation shall be R-10 with taped joints.

2.6 VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D 4397, 6 mils (0.15 mm) thick, with maximum permeance rating of 0.13 perm (7.5 ng/Pa x s x sq. m).
- B. Reinforced-Polyethylene Vapor Retarders: 2 outer layers of polyethylene film laminated to an inner reinforcing layer consisting of either nylon cord or polyester scrim and weighing not less than 25 lb/1000 sq. ft. (12 kg/100 sq. m), with maximum permeance rating of 0.0507 perm (2.9 ng/Pa x s x sq. m).
 - 1. Available Products:

- a. Raven Industries Inc.; DURA-SKRIM 6WW.
 - b. Reef Industries, Inc.; Griffolyn T-65.
 - C. Fire-Retardant, Reinforced-Polyethylene Vapor Retarders: 2 outer layers of polyethylene film laminated to an inner reinforcing layer consisting of either nonwoven grid of nylon cord or polyester scrim and weighing not less than 22 lb/1000 sq. ft. (10 kg/100 sq. m), with maximum permeance rating of 0.1317 perm (7.56 ng/Pa x s x sq. m) and with flame-spread and smoke-developed indexes of not more than 5 and 60, respectively.
 - 1. Available Products:
 - a. Raven Industries Inc.; DURA-SKRIM 2FR.
 - b. Reef Industries, Inc.; Griffolyn T-55 FR.
 - D. Foil-Polyester-Film Vapor Retarders: 2 layers of 0.5-mil- (0.013-mm-) thick polyester film laminated to an inner layer of 1-mil- (0.025-mm-) thick aluminum foil, with maximum water-vapor transmission rate in flat condition of 0.0 g/h x sq. m and with maximum flame-spread and smoke-developed indexes of 5.
 - 1. Product: Subject to compliance with requirements, provide "Zero Perm" by Alumiseal Corporation.
 - E. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
 - F. Vapor-Retarder Fasteners: Pancake-head, self-tapping steel drill screws; with fender washers.
 - G. Single-Component Nonsag Urethane Sealant: ASTM C 920, Type I, Grade NS, Class 25, Use NT related to exposure, and Use O related to vapor-barrier-related substrates.
 - H. Adhesive for Vapor Retarders: Product recommended by vapor-retarder manufacturer and with demonstrated capability to bond vapor retarders securely to substrates indicated.
- 2.7 FIRE SAFING
- A. Basis-of-Design: Equal to Safing Insulation manufactured by Fibrex Insulations, Inc.
- 2.8 AUXILIARY INSULATING MATERIALS
- A. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by insulation manufacturers for sealing joints and penetrations in vapor-retarder facings.
 - B. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates indicated without damaging insulating substrates.

2.9 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate or Angle formed from perforated galvanized carbon-steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square, welded to projecting copper-coated steel spindle 0.105 inch (2.67 mm) in diameter and of length capable of holding insulation of thickness indicated securely in position with 1-1/2-inch- (38-mm-) square or diameter self-locking washers complying with the following requirements:
 - 1. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized steel sheet, with beveled edge for increased stiffness.
 - 2. Where anchors are located in ceiling plenums and attic spaces, protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap.
- B. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates indicated without damaging insulation, fasteners, and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for Section in which substrates and related work are specified and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachments.
- B. Close off openings in cavities receiving poured-in-place insulation to prevent escape of insulation. Provide bronze or stainless – steel (inside) where openings must be maintained for drainage or ventilation.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.

- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Water-Piping Coordination: If water piping is located within insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
- E. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.4 INSULATION OF PERIMETER INSULATION

- A. On vertical surfaces, set units in adhesive applied according to manufacturer's written instructions. Use adhesive recommended by insulation manufacturer.
- B. Protect below-grade insulation on vertical surfaces from damage during backfilling by applying protection board. Set in adhesive according to insulation manufacturer's written instructions.

3.5 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrate by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Seal joints between closed-cell (non-breathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by installation manufacturer.
- C. Set vapor-retarder-faced units with vapor to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.
 - 1. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.
- D. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements.
 - 1. Use blankets widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3.6 INSTALLATION OF VAPOR RETARDERS

- A. General: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- B. Seal vertical joints in vapor retarders over framing by lapping not less than two wall studs. Fasten vapor retarders to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16-inch o.c.
- C. Seal overlapping joints in vapor retarders with adhesives or vapor-retarder tape according to vapor-retarder manufacturer's instructions. Seal butt joints and fastener penetrations with vapor-retarder tape. Locate all joints over framing members or other solid substrates.
- D. Firmly attach vapor retarders to substrates with mechanical fasteners or adhesives as recommended by vapor-retarder manufacturer.
- E. Tape joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarder.
- F. Repair any tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarder.

3.7 PROTECTION

- A. Protect installed insulation, and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and permanent construction immediately after installation.

END OF SECTION 07210

SECTION 07620 – SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Manufactured Products: 2-piece reglet and counterflashing.
 - 2. Formed Products
 - a. Formed roof flashing and trim.
 - b. Formed gutters and downspouts
- B. Related Sections include the following:
 - 1. Division 07 Sections “Asphalt Shingles” for installing sheet metal flashing and trim integral with asphalt roofing shingles.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosed, and shall remain watertight.
- B. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joints sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans and elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 4. Details of termination joints and assemblies, including fixed points.
 - 5. Details of expansion joints, including showing direction of expansion and contraction.
 - 6. Details of edge condition, including counterflashings as applicable.
 - 7. Details of special conditions.
 - 8. Details of connections to adjoining work.
 - 9. Detail formed flashing and trim at a scale of not less than 1 ½ inches per 12 inches (1:10)
- C. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
- D. Qualification Data: For qualified fabricator.
- E. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- F. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.

- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
- D. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

- A. Special Warranty on Aluminum Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years form date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces form damage by applying a strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Exposed Coil-Coated Finishes: AAMA 620, Two-Coat Fluoropolymer. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufactures' written instructions.

2.2 SHEET METAL FLASHING AND TRIM

- A. Aluminum Gutter and Downspouts: Provide 3 1/2" seamless aluminum gutters and downspouts complete with all accessories. Provide elbows, boots and other accessories required to extend downspouts to grade. Gutters shall be .032" extra heavy gauge. Downspouts and accessories shall be .024" thick minimum. Downspouts shall be nominal 2 1/2" x 3 1/4" corrugated aluminum. Provide continuous fascia apron and bar hangers at 24" o.c. for gutters. Spike and ferrule fasteners are not acceptable. Provide boots to join downspouts to perimeter drain system where existing boots are broken or missing. Provide lifetime warranty. Provide 50 lineal feet of both downspout and gutter as attic stock.
- B. Shop Finish, Rain Drainage: Provide manufacturer's standard baked-on white acrylic shop finish on sheet metal rain drainage units (gutters, downspouts, and similar exposed units); 1.0 mil dry film thickness.
- C. Typically where perimeter drain system does not occur, provide concrete splashguards.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coating, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- C. Solder:
 - 1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

- E. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
 - 2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Sealed Joints: Form no expansion but movable joints in metal to accommodate elastomeric sealant.
- C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, no corrosive metal.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

2.5 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
- B. Felts: ASTM D 226, Type II (No.30), asphalt-saturated organic felt, nonperforated.
- C. Slip Sheet: Rosin-sized paper, minimum 3-lb/100 sq. ft. (0.16kg/sq.m).

2.6 FINISHES

- A. Comply with NAAMM's "metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
 - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabrication sheet metal.
 - 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.
 - 6. Torch cutting of sheet metal flashing and trim is not permitted.

- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
 - 1. Coat back side of sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Seal joints as shown and as required for watertight construction.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual". Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers.
 - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers

3.4 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install Sheet metal roof drainage items to produce complete roof drainage system according to SMACMA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with elastomeric sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.

1. Fasten gutter spacers to front and back of gutter.
 2. Loosely lock straps to front gutter bead and anchor to roof deck.
 3. Anchor and loosely lock back edge of gutter to continuous cleat.
 4. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 36 inches (900 mm) apart.
 5. Anchor gutter with spikes and ferrules spaced not more than 24 inches (600 mm) apart.
 6. Install gutter with expansion joints at locations indicated but not exceeding 30 feet apart. Install expansion joint caps.
 7. Install continuous gutter screens on gutters with noncorrosive fasteners, hinged to swing open for cleaning gutters.
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.
1. Provide elbows at base of downspout to direct water away from building.
 2. Connect downspouts to underground drainage system indicated.

3.5 WALL FLASHING INSTALLATION

- A. Openings Flashing in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches (100 mm) beyond wall openings.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620

SECTION 07841 – PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes through-penetration firestop systems for penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items.

1.3 PERFORMANCE REQUIREMENTS

- A. General: For penetrations through the following fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
 - 1. Fire-resistance-rated load-bearing walls, including partitions, with fire-protection-rated openings.
 - 2. Fire-resistance-rated non-load-bearing walls, including partitions, with fire-protection-rated openings.
 - 3. Fire-resistance-rated floor assemblies.
 - 4. Fire-resistance-rated roof assemblies.
- B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per ASTM E 814 or UL 1479:
 - 1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
 - 2. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:
 - a. Penetrations located outside wall cavities.
 - b. Penetrations located outside fire-resistance-rated shaft enclosures.
 - c. Penetrations located in construction containing fire-protection-rated openings.

- d. Penetrating items larger than 4-inch-diameter nominal pipe or 16 sq. inch in overall cross-sectional area.
- 3. L-Rated Systems: Where through-penetration firestop systems are indicated in smoke barriers, provide through-penetration firestop systems with L-ratings of not more than 3.0 cfm/sq. ft at both ambient temperatures and 400 deg F.
- C. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
 - 2. For floor penetrations with annular spaces exceeding 4 inches in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved, either by installing floor plates or by other means.
 - 3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- D. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each through-penetration firestop system, submit documentation, including illustrations, from a qualified testing and inspecting agency, showing each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item.
 - 1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
- C. Product Certificates: Signed by manufacturers of through-penetration firestop system products certifying that products furnished comply with requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors."
- B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single qualified installer.

- C. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:
 - 1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, ITS, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
 - 2. Through-penetration firestop systems are identical to those tested per testing standard referenced in "Part 1 Performance Requirements" Article. Provide rated systems bearing classification marking of qualified testing and inspecting agency.
- D. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- E. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by Owner's inspecting agency and building inspector and fire marshal if required by authorities having jurisdiction.
- F. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in "Performance Requirements" Article:
 - 1. Through-penetration firestop systems are identical to those tested per ASTM E 814. Provide rated systems complying with the following requirements.
 - a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
 - b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by the following:
 - 1) UL in "Fire Resistance Directory."
 - 2) ITS in "Directory of Listed Products."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; log number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multi-component materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application that are produced by one of the following manufacturers:
 - 1. Grace, W. R. & Co. - Conn.
 - 2. Hilti, Inc.
 - 3. Specified Technologies Inc.
 - 4. 3M; Fire Protection Products Division.

2.2 FIRESTOPPING

- A. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
- B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:
 - 1. Permanent forming/damming/backing materials, including the following:

- a. Slag-rock-wool-fiber insulation.
- b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
- c. Fire-rated form board.

2. Collars.

2.3 MIXING

- A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

- A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Examination:
 1. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Preparation:
 1. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with written recommendations of firestop system manufacturer and the following requirements:
 - a. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
 - b. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
 - c. Remove laitance and form-release agents from concrete.

- D. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.
- E. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- F. Install fill materials for firestop systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.
- G. Identification: Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of edge of the firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. Include the following information on labels:
 - 1. The words "Warning - Through-Penetration Firestop System - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Through-penetration firestop system designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Through-penetration firestop system manufacturer's name.
 - 6. Installer's name.

3.2 FIELD QUALITY CONTROL

- A. Inspecting Agency: Contractor will engage an independent inspecting agency to inspect through-penetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports.
- B. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- C. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.

3.3 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce through-penetration firestop systems complying with specified requirements.

END OF SECTION 07841

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
 - a. Joints between different materials listed above.
 - b. Other joints as indicated.
 - 2. Exterior joints in the following horizontal traffic surfaces:
 - a. Control, expansion, and isolation joints in cast-in-place concrete
 - 3. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Perimeter joints of exterior openings where indicated.
 - b. Perimeter joints between interior wall surfaces and frames of exterior doors, windows, louvers, curtain wall and storefront framing systems.
 - c. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 - d. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - e. Other joints as indicated.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Twenty (20) years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant scheduled at the end of Part 3.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
- B. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT. See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers and products. See Division 01 Section "Product Requirements."

2.4 URETHANE JOINT SEALANTS

- A. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use NT.
- B. Multicomponent, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.

2.5 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

2.6 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Concealed Joints: Provide manufacturer's standard, nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission.

2.7 PRECOMPRESSED (PREFORMED) JOINT SEALANTS

- A. Preformed Foam Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant that is manufactured from alternating layers of high-density urethane foam impregnated with a nondrying, water-repellent agent; is factory produced in precompressed sizes in roll or stick form to fit joint widths indicated; is coated on one side with a pressure-sensitive adhesive and covered with protective wrapping; develops a watertight and airtight seal when compressed to the degree specified by manufacturer; and complies with the following:
- B. Precompressed Joint Sealant Manufacturer: **"Backerseal"** manufactured by EMSEAL joint Systems, Ltd. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
 - 1. illbruck Sealant Systems, Inc.
 - 2. Polytite Manufacturing Corporation.
 - 3. Sandell Manufacturing Co., Inc.
- C. Properties: Permanently elastic, mildew resistant, nonmigratory, nonstaining, and compatible with joint substrates and other joint sealants.

2.8 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2.9 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

- a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Low-Modulus Nonacid-Curing Silicone Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:
 - a. 790; Dow Corning.
 - b. 864; Pecora Corporation.
 - c. PSI-641; Polymeric Systems, Inc.
 - d. Spectrem 1; Tremco.
 2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Additional Movement Capability: 50 percent movement in extension and 50 percent movement in compression for a total of 100 percent movement.
 5. Use Related to Exposure: NT (nontraffic).
 6. Uses Related to Joint Substrates: O.
 - a. Applications, Use O Joint Substrates: Exterior insulation and finish systems.
 7. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.
- B. Medium-Modulus Neutral-Curing Silicone Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:
 - a. 756 H.P.; Dow Corning.
 - b. Silglaze II; GE Silicones.
 - c. 895; Pecora Corporation.

2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Additional Movement Capability: 50 percent movement in extension and 50 percent movement in compression for a total of 100 percent movement.
 5. Use Related to Exposure: NT (nontraffic).
 6. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, and galvanized steel.
 7. Applications: All exterior non-traffic joints unless otherwise specified.
- C. Mildew-Resistant Silicone Sealant: Where joint sealants of this type are indicated, provide products formulated with fungicide that are intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and temperature extremes, and that comply with the following:
1. Products: Provide one of the following:
 - a. 786 Mildew Resistant; Dow Corning.
 - b. Sanitary 1700; GE Silicones.
 - c. 898 Silicone Sanitary Sealant; Pecora Corporation.
 2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Use Related to Exposure: NT (nontraffic).
 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Aluminum coated with a high-performance coating, galvanized steel, and ceramic tile.
 6. Applications: Sealing perimeter joints of plumbing fixtures.
- D. Multicomponent Nonsag Urethane Sealant: Provide products complying with the following:
1. Products: Provide one of the following:
 - a. Vulkem 922; Mameco International.
 - b. Dynatrol II; Pecora Corporation.
 - c. Sikaflex - 2c NS; Sika Corporation.
 - d. DYmeric 511; Tremco.
 2. Type and Grade: M (multicomponent) and NS (nonsag).
 3. Class: 25.
 4. Additional Movement Capability: 50 percent movement in extension and 50 percent in compression for a total of 100 percent movement.
 5. Use Related to Exposure: NT (nontraffic).
 6. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, galvanized steel, ceramic tile, and wood.
 7. Applications: Interior and exterior joints as follows:
 - a. Control and expansion joints in unit masonry.
 - b. Sealing joints between unit masonry and frames of doors, windows, and other openings in unit masonry walls and partitions.
- E. Multicomponent Pourable Urethane Sealant: Provide products complying with the following:
1. Products: Provide one of the following:

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- a. Chem-Calk 550; Bostik Inc.
 - b. Vulkem 245; Mameco International.
 - c. NR-200 Urexpan; Pecora Corporation.
 - d. SL 2; Sonneborn Building Products Div., ChemRex Inc.
 - e. THC-900; Tremco.
2. Type and Grade: M (multicomponent) and P (pourable).
3. Class: 25.
4. Use Related to Exposure: T (traffic).
5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Ceramic tile.
6. Applications:
 - a. Sealing exterior joints in horizontal traffic surfaces.
 - b. Sealing interior joints in horizontal traffic surfaces.

3.7 LATEX JOINT-SEALANT SCHEDULE

- A. Latex Sealant: Provide products complying with the following:
 1. Products: Provide one of the following:
 - a. Chem-Calk 600; Bostik Inc.
 - b. AC-20; Pecora Corporation.
 2. Applications: Paintable interior joints at hollow metal frames and surrounding gypsum board construction, and other interior joints requiring paint application.

3.8 ACOUSTICAL JOINT-SEALANT SCHEDULE

- A. Acoustical Sealant for Concealed Joints: Provide products complying with the following:
 1. Products: Provide one of the following:
 - a. Pro-Series SC-170 Rubber Base Sound Sealant; Ohio Sealants, Inc.
 - b. BA-98; Pecora Corporation.
 - c. Tremco Acoustical Sealant; Tremco.
 2. Applications: Concealed joints at intersection of sound-reduction-rated construction.

3.9 END OF SECTION 07920

SECTION 08230 – FIBERGLASS ENTRANCE DOORS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Exterior fiberglass reinforced thermoset composite paneled doors with wood frames.
- B. Related Sections include the following:
 - 1. Division 07 Section "Joint Sealants" for installation of joint sealants.

1.3 DEFINITIONS

- A. ADA/ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disability Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities."

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Provide fiberglass door and wood frame systems that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems, without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Thermal Movements: Provide wood-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Air Infiltration: Provide fiberglass door and wood frame systems with maximum air leakage through door and framing areas of 0.90 cfm/sq. ft. per linear foot of perimeter crack when tested according to ASTM E 283 at a minimum static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).

- D. Water Penetration Under Static Pressure: Provide fiberglass reinforced polyester (FRP) flush door and aluminum frame systems that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of not less than 7.50 lbf/sq. ft.
- E. Cycle Slam Test Method per NWWDA T.M. 7-90: Minimum 5,000,000 Cycles.
- F. Sound Transmission, Exterior Doors: Minimum STC of 36 per ASTM E 90.
- G. Thermal Transmission, Exterior Doors, U-Value per AAMA 1503-98: Maximum of 0.29 BTU/hr x sf x degrees F. Minimum of 55 CRF value.
- H. Surface Burning Characteristics, FRP Doors and Panels per ASTM E 84:
 - 1. Flame Spread: Maximum of 200, Class C.
 - 2. Smoke Developed: Maximum of 450, Class C.
- I. Impact Strength, Doors and Panels, Nominal Value per ASTM D 256: 15.0 foot-pounds per inch of notch.
- J. Tensile Strength, Doors, Nominal Value per ASTM D 638: 14,000 psi.
- K. Flexural Strength, Doors, Nominal Value per ASTM D 790: 21,000 psi.
- L. Water Absorption, Doors, Nominal Value per ASTM D 570: 0.20 percent after 24 hours.
- M. Indentation Hardness, Doors, Nominal Value per ASTM D 2583: 55.
- N. Gardner Impact Strength, Doors, Nominal Value per ASTM D 5420: 120 in-lb.
- O. Abrasion Resistance, Face Sheet, Taber Abrasion Test, 25 Cycles at 1,000 Gram Weight with CS-17 Wheel: Maximum of 0.029 average weight loss percentage.
- P. Stain Resistance per ASTM D 1308: Face sheet unaffected after exposure to red cabbage, tea, and tomato acid. Stain removed easily with mild abrasive or FRP cleaner when exposed to crayon and crankcase oil.
- Q. Chemical Resistance, ASTM D 543. Excellent rating.
 - 1. Acetic acid, Concentrated.
 - 2. Ammonium Hydroxide, Concentrated.
 - 3. Citric Acid, 10%.
 - 4. Formaldehyde.
 - 5. Hydrochloric Acid, 10%.
 - 6. Sodium hypochlorite, 4 to 6 percent solution.
- R. Compressive Strength, Foam Core, Nominal Value per ASTM D 1621: 79.9 psi.
- S. Compressive Modulus, Foam Core Nominal Value per ASTM D 1621: 370 psi.
- T. Tensile Adhesion, Foam Core, Nominal Value per ASTM D 1623: 45.3 psi.

- U. Thermal and Humid Aging, Foam Core, Nominal Value, 158 Degrees F and 100 Percent Humidity for 14 Days per ASTM D 2126: Minus 5.14 percent volume change.

1.5 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, finishes for each type of product indicated, and installation instructions.
- B. Shop Drawings: For fiberglass reinforced door and wood frame systems. Include plans, elevations, sections, details, and attachments to other work. Include the following:
 - 1. Elevations of each door design.
 - 2. Details of doors, including vertical and horizontal edge details and face sheet thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 4. Locations of reinforcement and preparations for hardware.
 - 5. Details of each different wall opening condition.
 - 6. Details of anchorages, joints, field splices, and connections.
 - 7. Details of accessories.
- C. Samples for Initial Selection: For each type of exposed finish required, in manufacturer's standard sizes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of systems, made from 12-inch (300-mm) lengths of full-size components and showing details of the following:
 - 1. Joinery.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. For doors, show face sheets, core, framing and finish.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for fiberglass reinforced polyester (FRP) flush door and aluminum frame systems, indicating compliance with performance requirements.
- G. Qualification Data: For manufacturer.
- H. Maintenance Data: For fiberglass reinforced door and aluminum frame systems, to include in maintenance manuals.
- I. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: The manufacturer of the fiberglass door and wood frame systems specified in this Section shall demonstrate previous experience in successfully manufacturing fiberglass door and wood frame systems similar in scope and type to the required work for this Section for a continuous period of not less than 25 years.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
 - 1. Do not revise intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If revisions are proposed, submit comprehensive explanatory data to Architect for review.
- C. Accessible Entrances: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1-2003.
- D. Source Limitations: Obtain fiberglass reinforced polyester (FRP) flush doors and aluminum frame systems through one source from a single manufacturer.
- E. Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to installation of fiberglass reinforced polyester (FRP) flush doors and aluminum frames.
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 WARRANTY

- A. Special Assembly Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of fiberglass reinforced polyester (FRP) flush door and aluminum frame systems that do not comply with requirements or that deteriorate as defined in this Section within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration caused by thermal movements.
 - c. Deterioration of metals and fiberglass reinforced polyester door face sheets, and other materials beyond normal weathering.
 - d. Water leakage through door and framing areas.
 - e. Failure of operating components to function properly.
 - 2. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Products: The designs for fiberglass paneled door and wood frame systems are based on "**Smooth-Star**" door and frame systems as manufactured by Therma-Tru Doors. Subject to compliance with requirements, provide either the named products or comparable products as approved by the Architect:
1. Door Style: 6 panel door.
 2. Door Style: Half-Glass door.
 3. Door Style: As shown on Drawings.

2.2 FIBERGLASS DOOR SYSTEMS

- A. Construction:
1. Door Thickness: 1-3/4 inches.
 2. Stiles and Rails: Aluminum Alloy 6063-T5, minimum of 2-5/16-inch depth.
 3. Corners: Mitered.
 4. Provide joinery of 3/8-inch diameter full-width tie rods through extruded splines top and bottom as standard tubular shaped stiles and rails reinforced to accept hardware as specified.
 5. Securing Internal Door Extrusions: 3/16-inch angle blocks and locking hex nuts for joinery. Welds, flue, or other methods are not acceptable.
 6. Furnish extruded stiles and rails with integral reglets to accept face sheets. Lock face sheets into place to permit flush appearance.
 7. Rail caps or other face sheet capture methods are not acceptable.
 8. Extrude top and bottom rail legs for interlocking continuous weather bar.
 9. Meeting Stiles: Pile brush weatherseals. Extrude meeting stile to include integral pocket to accept pile brush weatherseals.
 10. Bottom of Door: Install bottom weather bar with nylon brush weatherstripping into extruded interlocking edge of bottom rail.
 11. Glue: Use of glue to bond sheet to core or extrusions is not acceptable.
- B. Face Sheets:
1. Material: Fiber-glass-reinforced thermoset composite, 1/16 inch minimum thickness.
 2. Texture: Lightly textured surface with 80-grit brushing.
 3. Color: To be selected by Architect and/or Owner from manufacturer's standard colors.
- C. Door Edges: Machinable kiln-dried pine, primed to match color of faces, lock edge reinforced with laminated veneer lumber core, lockset area reinforced with solid blocking for hardware.
- D. Door Bottom Edge: Moisture-proof and decay proof composite.
- E. Core:

1. Material: Foamed-in-place polyurethane foam, CFC-free.
 2. Density: Minimum of 2.0 pounds per cubic foot.
 3. K-Factor: Minimum of 0.15.
- F. Frame: 5/4 inch kiln-dried white pine profiles with 1/2 inch stops with depth as required to match existing conditions.
1. Brickmold: WM180 pattern.
- G. Door Hardware: As specified in Division 08 Section "Door Hardware" except as indicated below.
1. Weather Stripping: Manufacturer's standard replaceable components.
 - a. Door Frame: Jacketed thermoset closed-cell foam, press-fit in kerfs at jamb stops in frames.
 - b. Bottom Edge of Door: Extruded thermoplastic elastomer, finned and chambered design, press-fit into bottom edge of door.
 2. Hinges: 4 x 4 x 0.098 inch brass hinges. Screws to be plated and finished to match hinges. Proprietary adjustable strikes, permitting in-out adjustment of door in frame up to 3/16 inches.
 3. Thresholds: Aluminum, thermally-broken, adjustable, with anodized aluminum finish.

2.3 ACCESSORY MATERIALS

- A. Joint Sealants: For installation at perimeter of wood-framed systems, as specified in Division 07 Section "Joint Sealants."
1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 FABRICATION, GENERAL

- A. Sizes and Profiles: Provide sizes for door and frame units, and profile requirements indicated on the Drawings.
- B. Fit:
1. Maintain continuity of line and accurate relation of planes and angles.
 2. Secure attachment s and support at mechanical joints with hairline fit at contacting members.

2.5 FIBERGLASS DOOR FABRICATION

- A. Doors: Reinforce doors as required for installing hardware.
- B. Door Hardware Installation: Factory install hardware to the greatest extent possible. Cut, drill, and tap for factory-installed hardware before applying finishes.
- C. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General:
 - 1. Comply with manufacturers written instructions.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure non-movement joints.
 - 5. Seal joints watertight, unless otherwise indicated.
- B. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
- C. Install components plumb and true in alignment with established lines and grades, without warp or rack.
- D. Fiberglass Doors: Install to produce smooth operation and tight fit at contact points.
 - 1. Install to produce tight fit at weather stripping and weathertight closure.
 - 2. Field-Installed Door Hardware: Install surface-mounted hardware according to hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- E. Install perimeter joint sealants as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

3.3 ERECTION TOLERANCES

- A. Install wood-framed systems to comply with the following maximum tolerances:

1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet (3 mm in 3.7 m); 1/4 inch (6 mm) over total length.
2. Alignment:
 - a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch (1.5 mm).
 - b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch (0.8 mm).
3. Diagonal Measurements: Limit difference between diagonal measurement to 1/8 inch (3 mm).

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating door hardware for smooth operation according to hardware manufacturers' written instructions.
- B. Clean fiberglass door and wood frame system surfaces immediately after installing doors and frames, in accordance with manufacturer's written instructions. Avoid damaging protective coatings and finishes. Remove excess sealants, dirt, and other substances.
- C. Protect fiberglass door and wood frame system surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION 08230

SECTION 08710 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. Section includes mechanical hardware for the following exterior and interior swinging doors as enumerated in hardware sets and as indicated and required by actual conditions at the building. The hardware shall include the furnishing of all necessary screws, bolts, expansion shields, drop plates, and all other devices necessary for the proper application of the hardware.
- B. Related Sections:
 - 1. Division 08 Section "Fiberglass Doors" for exterior doors.
- C. Specific Omissions: Hardware for the following is specified or indicated elsewhere, unless specifically listed in the hardware sets:
 - 1. Division 08 Section "Storm Doors" for door hardware as part of the storm doors.
 - 2. Division 08 Section "Vinyl Windows" for hardware associated with exterior windows.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For plastic protective trim units in each finish, color, and texture required for each type of trim unit indicated.
- C. Samples for Verification: For exposed door hardware of each type required, in each finish specified, prepared on Samples of size indicated below. Tag Samples with full description for coordination with the door hardware schedule. Submit Samples before, or concurrent with, submission of door hardware schedule.
 - 1. Sample Size: Full-size units or minimum 2-by-4-inch (51-by-102-mm) Samples for sheet and 4-inch (102-mm) long Samples for other products.

- a. Full-size Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.

D. Other Action Submittals:

1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - b. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." Double space entries, and number and date each page.
 - c. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
 - d. Content: Include the following information:
 - 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
 - 2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - 3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - 4) Fastenings and other pertinent information.
 - 5) Explanation of abbreviations, symbols, and codes contained in schedule.
 - 6) Mounting locations for door hardware.
 2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.
- E. Qualification Data: For Installer and Architectural Hardware Consultant.
- F. Product Certificates: For electrified door hardware, from the manufacturer.
1. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.

- G. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- H. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware and keying schedule.
- I. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows:
 - 1. For door hardware, an Architectural Hardware Consultant (AHC).
- C. Source Limitations: Obtain each type of door hardware from a single manufacturer.
 - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- D. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- E. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines, ICC/ANSI A117.1, and HUD's "Fair Housing Accessibility Guidelines".
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
 - 2. Comply with the following maximum opening-force requirements:

- a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
 3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high and 3/4 inch (19 mm) high for exterior sliding doors.
 4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.
- F. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." In addition to Owner, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware Consultant. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 2. Preliminary key system schematic diagram.
 3. Requirements for key control system.
 4. Requirements for access control.
 5. Address for delivery of keys.
- G. Preinstallation Conference: Conduct conference at Project site.
1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 2. Inspect and discuss preparatory work performed by other trades.
 3. Inspect and discuss electrical roughing-in for electrified door hardware.
 4. Review sequence of operation for each type of electrified door hardware.
 5. Review required testing, inspecting, and certifying procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

1.6 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate

provisions are made for locating and installing door hardware to comply with indicated requirements.

- B. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

- 1. Failures include, but are not limited to, the following:

- a. Structural failures including excessive deflection, cracking, or breakage.
- b. Faulty operation of doors and door hardware.
- c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

- 2. Warranty Period:

- a. Locksets: Seven years from date of Substantial Completion.
- b. Butt Hinges: Lifetime warranty.
- c. Other Hardware: One year from date of Substantial Completion.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.

- 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products or products equivalent in function and comparable in quality to named products.

- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door

Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:

1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.
2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

2.2 HINGES

A. Hinges: BHMA A156.1, five-knuckle, ball bearing hinges.

1. Where new hinges are specified for doors being replaced in existing frames, the new hinge size must be identical to hinge preparation present in the existing door and/or existing frame.
2. Standard Hinges – are also acceptable.

B. Basis-of-Design:

1. Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
 - a. Baldwin Hardware Corporation.
 - b. Bommer Industries, Inc.
 - c. Hager Companies.
 - d. IVES Hardware; an Ingersoll-Rand company.
 - e. Lawrence Hardware Inc.
 - f. McKinney Products Company; an ASSA ABLOY Group company.
 - g. Stanley Commercial Hardware; Div. of The Stanley Works.

2.3 MECHANICAL LOCKS AND LATCHES

A. Bored Locks: BHMA A156.2; Grade 2; Series 4000.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
 - a. Best Access Systems; Div. of Stanley Security Solutions, Inc.
 - b. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
 - c. Schlage Commercial Lock Division; an Ingersoll-Rand company.

B. Lock Functions: As indicated in door hardware schedule.

C. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch (13-mm) latchbolt throw.
 2. Deadbolts: Minimum 1-inch (25-mm) bolt throw.
- D. Lock Backset: 2-3/4 inches (70 mm), unless otherwise indicated.
- E. Lock Trim:
1. Description: As indicated in Door Hardware Schedule.
 2. Operating Device: Lever with escutcheons (roses).
 3. Dummy Trim: Match lever lock trim and escutcheons.
- F. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
1. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.

2.4 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.
1. Exterior Doors: Keyed similar or as directed by Owner.
- B. Keys: Nickel silver.
1. Number of Keys: Provide 2 keys per lockset.

2.5 AUXILIARY DOOR HARDWARE

- A. Auxiliary Hardware: BHMA A156.16.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
 - a. Baldwin Hardware Corporation.
 - b. Hager Companies.
 - c. Rockwood Manufacturing Company.
 - d. Stanley Commercial Hardware; Div. of The Stanley Works.

2.6 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except as otherwise approved by Architect.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition,

temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
 - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 - 2. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors".
 - 3. Gasketing Fasteners: Provide non-corrosive fasteners for exterior applications and elsewhere as indicated.

2.7 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, wall and floor construction, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
- B. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes.

3.7 DOOR HARDWARE SCHEDULE

SET #1 – Entrance Doors

1	Latchset – Passage Function	Best 5k-0-N-14-C3-FL-626
1	Dead Bolt	Best 83T-7-STK-626
1	Wall Stop	Rockwood 409-626

SET #2 – Interior Doors other than Bathrooms and Bedrooms

1	Latchset – Passage Function	Best 5k-0-N-14-C3-STK-626
1	Wall Stop	Rockwood 409-626

SET #3 – Interior Doors at Bathrooms and Bedrooms

1	Latchset – Privacy Function	Best 5k-6-N-14-C3-STK-626
1	Wall Stop	Rockwood 409-626

END OF SECTION 08710

SECTION 09250 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Interior gypsum board (For walls and ceilings).
- B. Related Sections include the following:
 - 1. Division 06 Section "Miscellaneous Rough Carpentry" for wood framing and furring that supports gypsum board.
 - 2. Division 09 Section "Interior Painting" for primers applied to gypsum board surfaces.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For the following products:
 - 1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.
 - 2. Aluminum Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.

1.4 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are 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.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. General: 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.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. CertainTeed Corp.
 - c. G-P Gypsum.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. USG Corporation.
- B. Regular Type:
 1. Thickness: 1/2 inch (12.7 mm), unless otherwise indicated.
 2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.
- C. Type X:
 1. Thickness: 5/8 inch (15.9 mm).
 2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.
- D. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.
 1. Core: 5/8 inch (15.9 mm), regular type or 5/8 inch (15.9 mm), Type X, where indicated on the Drawings – (Bathrooms, Shower Rooms and Garage Ceilings and Walls).
 2. Long Edges: Tapered.
- E. Abuse-Resistant Type: Manufactured to produce greater resistance to surface indentation, through-penetration (impact resistance), and abrasion than standard, regular-type and Type X gypsum board.
 1. Thickness: 5/8 inch (15.9 mm), unless otherwise indicated.
 2. Long Edges: Tapered and feathered (rounded or beveled) for prefilling.
 3. Products: Provide one of the following, where indicated. No substitutions will be permitted.
 - a. National Gypsum Company; "Gold Bond Hi-Abuse® Brand XP® Gypsum Board".
 - b. USG Corporation; "SHEETROCK® Brand Abuse-Resistant Gypsum Panels".
 - c. CertainTeed Corporation; "ProRoc® extra Abuse Gypsum Board".

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. Expansion control joints

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Wallboard: Paper.
 - 2. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
- D. Joint Compound for Tile Backing Panels:
 - 1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. 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.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. 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.
- E. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members, or provide control joints to counteract wood shrinkage.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: As indicated on Drawings and where required for fire-resistance-rated assembly.
 - 2. Ceiling Type: Ceiling surfaces.
 - 3. Moisture- and Mold-Resistant Type: Install in bathrooms and kitchens.
 - 4. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
 - 5. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
 - 6. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 7. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install corner beads at outside corners, unless otherwise indicated.

3.5 FINISHING GYPSUM BOARD

- A. General: 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 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - 2. Level 5: Surfaces receiving gloss and semigloss enamels and other surfaces subject to severe lighting.

3.6 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. 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 09250

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following substrates:
 - 1. Exterior Surfaces:
 - a. Primed Steel.
 - b. Wood.
 - 2. Interior Surfaces:
 - a. Primed Steel.
 - b. Wood.
 - c. Gypsum board.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Benjamin Moore & Co.
 - 2. Behr Paints.
 - 3. ICI Paints.
 - 4. PPG Architectural Finishes.
 - 5. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable painting materials manufacturers. Materials not displaying manufacturer's identifications as a standard, best-grade product will not be acceptable.
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
 - 1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
 - 2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
 - 3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 - 4. Flat Topcoat Paints: VOC content of not more than 50 g/L.
 - 5. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
 - 6. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 - 7. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.
 - 8. Zinc-Rich Industrial Maintenance Primers: VOC content of not more than 340 g/L.
 - 9. Pre-Treatment Wash Primers: VOC content of not more than 420 g/L.
- D. Colors: To be selected by Owner from manufacturers full range of colors.

2.3 EXTERIOR PAINTS

- A. Quick-Drying Alkyd Metal Primer: MPI #76.
 - 1. VOC Content: E Range of E1.
- B. Waterborne Galvanized-Metal Primer: MPI #134.
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 1.
- C. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).
 - 1. VOC Content: E Range of E1.
- D. Quick-Drying Enamel (High Gloss): MPI #96 (Gloss Level 7).
 - 1. VOC Content: E Range of E1.

2.4 INTERIOR PAINTS

- A. Interior Latex Primer/Sealer: MPI #50.

1. VOC Content: E Range of E1 or E2.
 - a. Benjamin Moore: Moorcraft - Latex Undercoater & Primer Sealer; No. 253-00.
 - b. ICI Paints: Prep-N-Prime - Interior Latex Wall Primer; No. 1000-1200.
 - c. ICI Paints: Prep-N-Prime - PVA Interior Wall Primer Sealer; No. 1030-1200.
 - d. PPG: Speedhide - Int. Latex Primer Sealer; No. 6-2.
 - e. Sherwin-Williams: Quali-Kote - Interior Latex Primer; No. B28WQ8001.
- B. Rust-Inhibitive Metal Primer (Water Based): MPI #107.
 1. VOC Content: E Range of E2 or E3.
 - a. Benjamin Moore: Acrylic Metal Primer, No. M04.
 - b. ICI Paints: Devco Coatings - Devflex DTM Flat Int/Ext W.B. Primer, No. 4020.
 - c. PPG: Pitt-Tech - Rust Inhibitive Primer (W.B.), No. 90-712.
 - d. Sherwin-Williams: Industrial & Marine - Aquaclad W.B. Alkyd Primer, No. B55A710.
 - e. Sherwin-Williams: Industrial & Marine - DTM Acrylic Primer/Finish, No. B66W Series.
- C. Interior Latex-Based Wood Primer: MPI #39.
 1. VOC Content: E Range of E2 or E3.
 - a. Benjamin Moore: Fresh Start - Interior/Exterior Primer, No. 23.
 - b. ICI Paints: Prep-N-Prime - 100% Acrylic Latex Primer, No. 2000-1200.
 - c. ICI Paints: Prep-N-Prime - Gripper Stain Killer Primer, No. 3210-1200.
 - d. PPG: Seal Grip - Plastic Primer (Waterborne), No. 17-21.
 - e. Sherwin-Williams: PrepRite - ProBlock Int/Ext Latex Primer/Sealer, No. B51W20
- D. Institutional Low-Odor/VOC Latex (Flat): MPI #143 (Gloss Level 1).
 1. VOC Content: E Range of E3.
 - a. Benjamin Moore: Eco Spec WB - Int. Latex Flat, No. 373.
 - b. PPG: Pure Performance - Interior Latex Flat, No. 9-110.
 - c. Sherwin-Williams: Harmony - Interior Latex Flat, No. B5W951.
- E. Institutional Low-Odor/VOC Latex (Eggshell/Satin): MPI #144/145 (Gloss Level 2/3).
 1. VOC Content: E Range of E3.
 - a. Benjamin Moore: Eco Spec WB - Int. Latex Eggshell Enamel, No. 374.
 - b. PPG: Pure Performance - Interior Eggshell Latex, No. 9-445.
 - c. Sherwin-Williams: Harmony - Interior Latex Eg-Shel, No. B9W951.
- F. Institutional Low-Odor/VOC Latex (Semigloss): MPI #147 (Gloss Level 5).
 1. VOC Content: E Range of E3.
 - a. Benjamin Moore: Eco Spec WB - Int. Latex Semi-Gloss Enamel, No. 376.
 - b. PPG: Pure Performance - Interior Semi-Gloss Latex, No. 9-510.
 - c. Sherwin-Williams: Harmony - Interior Latex Semi-Gloss, No. B10W951.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
 - 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- F. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- G. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

- A. Apply paints according to manufacturers written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - 1. Quick-Drying Enamel System: MPI EXT 5.1A.
 - a. Prime Coat: Quick-drying alkyd metal primer.
 - b. Intermediate Coat: Quick-drying enamel matching topcoat.
 - c. Topcoat: Quick-drying enamel (semigloss).
- B. Exterior Wood Substrates:
 - 1. Latex System: MPI EXT 9.2A.
 - a. Prime Coat: Exterior latex matching topcoat.
 - b. Intermediate Coat: Exterior latex matching topcoat.

WERNER RESIDENCE #5001
34 ELAINE ROAD
MILFORD, CONNECTICUT

- c. Topcoat: Exterior latex (semi-gloss).

3.6 INTERIOR PAINTING SCHEDULE

- A. Primed Steel Substrates:
 - 1. Institutional Low-Odor/VOC Latex System: MPI INT 5.1S.
 - a. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - b. Topcoat: Institutional low-odor/VOC interior latex (semigloss).
 - c. Applications: Primed steel surfaces such as but not limited to basketball backstops.
- B. Dressed Lumber Substrates: Including architectural woodwork and trim.
 - 1. Institutional Low-Odor/VOC Latex System: MPI INT 6.3V.
 - a. Prime Coat: Interior latex-based wood primer.
 - b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - c. Topcoat: Institutional low-odor/VOC interior latex (semigloss).
- C. Gypsum Board Substrates:
 - 1. Institutional Low-Odor/VOC Latex System: MPI INT 9.2M Walls.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - c. Topcoat: Institutional low-odor/VOC interior latex flat.
- D. Gypsum Board Substrates:
 - 1. Institutional Low-Odor/VOC Latex System: MPI INT 9.2M Ceilings.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - c. Topcoat: Institutional low-odor/VOC interior latex flat.

END OF SECTION 09900